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OFFICE OF THE SECRETARY  
FEDERAL MARITIME COM.  
June 24, 2016

Federal Maritime Commission  
800 North Capitol Street, N W  
Washington, D C 20573  
Attn Office of the Secretary  
Attn Karen V Gregory

Re *Igor Ovchinnikov, et al, v Michael Hitrinov a/k/a Michael Khitrinov, et al*  
FMC Docket 15-11

*Kairat Nurgazinov, v Michael Hitrinov a/k/a Michael Khitrinov, et al*  
FMC Informal Docket 1953(I)

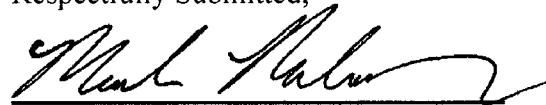
Dear Ms Gregory

I represent the Complainants in the above referenced matters.

Attached, please find an original and five copies Complainants' Response to Respondents' Motion for Judgment on the Pleadings and Appendix Respondents have been additionally served herein via First Class Mail

We thank the Commission for its continued courtesy and consideration

Respectfully Submitted,



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BEFORE THE  
FEDERAL MARITIME COMMISSION

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Rus

DOCKET NO. 15-11

JUN 24 2016

Federal Maritime Commission

IGOR OVCHINNIKOV, IRINA RZAEVA, and DENIS NEKIPELOV, of the Secretary

— vs —

MICHAEL HITRINOV a/k/a  
MICHAEL KHITRINOV,  
EMPIRE UNITED LINES CO., INC., and CARCONT, LTD.

INFORMAL DOCKET NO . 1953(I)

KAIRAT NURGAZINOV,

— vs —

MICHAEL HITRINOV a/k/a  
MICHAEL KHITRINOV,  
EMPIRE UNITED LINES CO., INC., and CARCONT, LTD.

**COMPLAINANTS' RESPONSE TO RESPONDENTS' MOTION FOR JUDGMENT ON  
THE PLEADINGS**

Pursuant to Rules 69 and 70 of the Federal Maritime Commission's Rules of Practice and Procedure 46 C.F.R. 502 *et seq* , Complainants, by their Counsel, Marcus A. Nussbaum, Esq respectfully submit this brief in Response to Respondents' Motion for Judgment on the Pleadings.

**LEGAL BASIS FOR THIS RESPONSE**

As set forth below, Respondents' instant motion must be denied in that the Respondents have *abjectly failed* to demonstrate *prima facie* entitlement to Judgment on the Pleadings.

**NATURE OF CLAIM**

This action arises out of Respondents' numerous violations of the Shipping Act of 1984, 46 U S C §40101 *et seq* , in that after Respondents had shipped certain automobiles owned by

Complainants from the United States to Kotka, Finland, where they were to have been released to Complainants as purchasers, said automobiles were instead converted, sold, and unlawfully released by Respondents to third parties at a location owned by or within Respondents' control. Additionally, Respondents unlawfully exercised maritime liens against Complainants' automobiles.

### **STATEMENT OF FACTS**

Complainants respectfully rely upon the findings of fact made by the Commission in its Notice of Default and Order to Show Cause of March 30, 2016. For purposes of brevity, said findings of fact are incorporated by reference hereto and made a part hereof, as if fully set forth herein, and together with the factual allegations set forth in Complainants' instant Complaint, must be taken as true by the Presiding Officer for the purpose of deciding Respondents' instant motion. See, LaChapelle v. Berkshire Life Ins. Co., 142 F.3d 507, 508 (1st Cir 1998)

### **NATURE OF RESPONDENTS' RELIEF REQUESTED**

Respondents have asked the Presiding Officer to dismiss Complainants' instant Complaint by reason of the following: (1) an alleged lack of subject matter jurisdiction over the Complaint herein, (2) an alleged lack of standing to seek reparations resulting from Respondents' violations of the Shipping Act of 1984, 46 U.S.C. §40101, *et. seq.* (the "Shipping Act"), and (3) an alleged failure of the separately interposed and now consolidated Complaints at bar to state a claim upon which relief may be granted.

### **ARGUMENT**

#### **The Complainants Have Standing to Bring on Their Instant Claims**

Respondents' myopic analysis of cases regarding who may assert claims for violations of the Shipping Act wholly ignores a crucial fact, to wit. that the Complainants herein, although not identified as shippers of record on various shipping documents proffered by Respondents, were

*directly injured as a result of the Respondents' violations of the Shipping Act* In the first instance, it is not the standing of Complainants to file complaints that raises serious questions herein. Rather it is the subject matter of the activity complained of, that raises questions, namely, whether Respondents' conduct falls within the purview of the sections of the 1984 Act alleged to have been violated. See, Sea-Land Dominicana, S.A. And Sea-Land of Puerto Rico, Inc. v. Sea-Land Service, Inc., 1992 WL 231208, 26 S.R.R 578 (FMC 1992)

Section 11(a) of the 1984 Act, 46 U S C app § 1710, provides that “**any**” person may file a complaint to allege a violation of the Act and may seek reparation for **any** injury caused **as a result of that violation** A contractual relationship between the parties **is not required to support a complaint** under section 11(a) of the 1984 Act. For the purpose of standing, **it is sufficient for complainant to allege injury and charge the respondent with its cause** See, Cargill, Inc. v. Waterman Steamship Corp., 21 S.R.R. 287, 300 (1981) (emphasis added), (supplier to shipper has standing to file complaint under section 22 of the 1916 Act even if not alleging injury to itself), see also, Chilean Nitrate Sales Corp. v. Port Of San Diego, San Diego Unified Port District, 1988 WL 340644, FMC No 1582(I), (By the Commission April 29, 1988) (Order of Remand), Streak Products, Inc. v. UTI, United States, Inc., 2013 WL 9808687, FMC No 13-04 (ALJ October 23, 2013) (Order Denying Respondent's Motion to Dismiss)

#### The Commission Has Subject Matter Jurisdiction over the Complaint

##### **The Presiding Officer Has Twice Ruled That Subject Matter Jurisdiction Exists**

To the extent that Respondents argue that this dispute is outside of the subject matter jurisdiction of the Commission, in the first instance, the question of whether or not the Commission has jurisdiction over this matter has already been answered twice, in the affirmative First, in the Presiding Officer's Order Denying Respondents' Motion for Stay, dated April 27, 2016 (See

Appendix “A”), and second, by the Presiding Officer during the telephonic conference and ensuing ruling on May 3, 2016

Despite the Presiding Officer having twice found that subject matter jurisdiction exists herein, Respondents flagrantly disregard the Presiding Officer’s Orders by interposing arguments on the issue of subject matter jurisdiction which are twofold. (1) that Respondents were not acting as an NVOCC with respect to the shipments at issue, and (2) that there is no shipper-carrier relationship between Complainants and Respondents. As set forth in detail below, these arguments fail both on the facts and on the law

### **Standard of Review**

It is well settled that the Federal Rules of Civil Procedure will be followed in instances that are not covered by the Commission's Rules, to the extent that application of the Federal Rules is consistent with sound administrative practice See, 46 C.F.R. § 502.12 See, Edaf Antilles, Inc. v. Crowley Caribbean Logistics LLC, 33 S.R.R 710, 716 (ALJ, Admin Final 2014), (“As the Commission's Rules do not address motions to dismiss for lack of subject matter jurisdiction or failure to state a claim, Federal Rules 12(b)(1) and 12(b)(6) apply in this case)

The Commission Has Subject Matter Jurisdiction Over Complainants’ Instant Claims In That Respondents Are Regulated Entities By the Commission and The Complaints Allege Violations of the Shipping Act

### **The Shipping Act of 1984**

Complainants filed their Complaint pursuant to § 41301 of the Shipping Act, which provides that “A person may file with the Federal Maritime Commission a sworn complaint alleging a violation of this part, except section 41307(b)(1) If the complaint is filed within 3 years after the claim accrues, the complainant may seek reparations for an injury to the complainant caused by the violation.” The Complaint alleges that Empire United Lines Co Inc is in the business of providing services as an ocean transportation intermediary, and operates as a non-

vessel operating common carrier ("NVOCC"), licensed by the Federal Maritime Commission as such under license number 012052

### **Ocean Transportation Intermediary (OTI)**

The Act defines and regulates a number of different types of entities that are involved in the international shipment of cargo by water, including two kinds of ocean transportation intermediaries "The term 'ocean transportation intermediary' means an ocean freight forwarder or a non-vessel-operating common carrier " 46 U S C § 40102(19) "The term 'non-vessel-operating common carrier' means a common carrier that -- (A) does not operate the vessels by which the ocean transportation is provided, and (B) is a shipper in its relationship with an ocean common carrier " 46 U S C § 40102(16) To be an NVOCC on a shipment, the intermediary must meet the Act's definition of "common carrier "

### **Common Carrier**

The term "common carrier" -- (A) means a person that -- (i) holds itself out to the general public to provide transportation by water of passengers or cargo between the United States and a foreign country for compensation, (ii) assumes responsibility for the transportation from the port or point of receipt to the port or point of destination, and (iii) uses, for all or part of that transportation, a vessel operating on the high seas or the Great Lakes between a port in the United States and a port in a foreign country 46 U S C § 40102(6)

As summarized by the District of Columbia Circuit:

"Both OFFs [ocean freight forwarders] and NVOCCs are intermediaries between (i) shippers, who seek to export cargo, and (ii) ocean carriers, who physically carry the cargo on their vessels. An Ocean Freight Forwarder is "a person that. dispatches shipments from the United States via a common carrier and books or otherwise arranges space for those shipments on behalf of shippers," and "processes the documentation or performs related activities incident to those shipments." In practice, that typically means that the OFF "secures cargo space with a shipping line (books the cargo), coordinates the movement of cargo to shipside, arranges for the payment of ocean freight charges," and provides other "accessorial services such as arranging insurance, trucking, and warehousing." OFFs

receive compensation from both the shipper and the carrier ” See, Landstar Express America, Inc. v. FMC, 569 F 3d 493, 494-495 (D C Cir 2009)

To prove a violation of Section 41104(10) of the Shipping Act of 1984, first, a complainant must establish that the respondent is a common carrier within the meaning of the Act. Second, a complainant must establish that the common carrier unreasonably refused to deal or negotiate with the complainant. “This requires a two-part inquiry whether [the common carrier] refused to deal or negotiate, and, if so, whether its refusal was unreasonable.” See, Global Link Logistics, Inc. v. Hapag-Lloyd Ag, 2014 WL 5316345, FMC No 13-07 (ALJ April 17, 2014) (Initial Decision Granting Respondent's Motion to Dismiss)

It is respectfully submitted that the facts as pleaded in the Complaint, speak for themselves on this issue. It is undisputed that Respondents EUI and Hitrinov are “a common carrier” As set forth in detail in the Complaint, the Complainants contacted Respondents to obtain release of the vehicles. Subsequent thereto, the Respondents not only refused to release the vehicles, but stated that the vehicles would not be released due to an alleged loan to Mr Kapustin, completely unrelated to the ocean freight for these vehicles. After Complainants’ multiple requests and attempts to obtain release of the vehicles, the Respondents then converted the subject automobiles and sold them to third parties.

#### **Complainants were the Owners of the Cargo Shipped by Respondents**

Respondents continue to make failed claims that Complainants were not the owners of the cargo being transported, to wit: the subject automobiles. Respondents’ claims are, however, grossly belied by unassailable documentary evidence, in the form of invoices executed by G-Auto Sales Inc., the sellers of the subject vehicles (Annexed hereto as Appendix “B”), as well as the records of wire transfers executed by Complainants reflecting payment for the subject vehicles (Annexed hereto as Appendix “C”) Further, Respondents’ apparent disavowal of knowledge or information concerning the purchase of the subject vehicles by Complainants from G-Auto Sales

Inc ("G-Auto") is palpably irrelevant in that there exists no reason as to why Respondents, who were consigned to have acted merely as the shipper of said automobiles would have such information in the first instance

Respondents have falsely, fraudulently, and disingenuously claimed the existence of an alleged 'joint venture' between EUL and Mr Hitrinov, and a specious entity euphemistically referred to by Respondents as the "Global Auto Enterprise" In so doing, Respondents have sought to conflate what were and are *completely separate entities* into a single alleged "conglomerate" despite the abject absence of a single document, communication, or any item of proof whatsoever as to the existence of said alleged 'joint venture' Such attempted conflation, however, flies directly in the face of the facts that (1) the seller of the subject automobiles is plainly indicated on the aforementioned invoices as "G-Auto Sales Inc " and not some spurious alter ego manufactured by Respondents in a desperate attempt to succeed on their instant failed motion, (2) the aforementioned wire transfers were identically made out to "G-Auto Sales Inc ", thus further effectively eviscerating any false and fallacious claims as to *either* who the seller of the automobiles was, *or* the purchaser/owner

Neither is Respondents' false claim of ownership of the subject automobiles buttressed by reference to a loan allegedly made by Mr Hitrinov to a *wholly separate entity*, to wit. Global Auto USA, Inc Indeed, even assuming, arguendo, that the so-called conglomerate purchased the subject vehicles, the latter fails to obviate the proof that Complainants were the ultimate purchaser of the subject automobiles and owner of same prior to their being shipped.

Respondents' fraudulent claims have further been exposed through Respondents having been 'hoisted by their own petard' through the very documents filed by Respondents with the U S Census Bureau.



Specifically, and pursuant to Export Administration Regulations, a shipper of cargo is required by law to file a Shipper's Export Declaration indicating, inter alia, the "U S Principal Party in Interest" ("USPPI") to wit. The person or legal entity in the United States that receives the *primary benefit*, monetary or otherwise, from the export transaction. As to the subject automobiles, the USPPI was none other than Global Auto USA, Inc (See Appendix "D") To the extent that Respondents fraudulently maintain the existence of the aforementioned 'conglomerate' and in that Mr Hitrinov has, in a sworn affidavit submitted in alleged support of Respondents' motion, averred that he maintained a " 60 percent interest each and every investment vehicle " succinctly stated, were this in fact true, as the majority owner of the subject vehicles Mr Hitrinov would have had to have either his name, or that of his company, EUL listed as the USPPI on the Shipper's Export Declarations. Consequently, Mr Hitrinov either violated the Export Administration Regulations by listing Global Auto USA, Inc as the USPPI instead of himself as holding a majority interest in the subject automobiles, or has perjured himself in his affidavit.

#### Respondents Were Acting As NVOCC with Respect to the Shipments at Issue

##### **Standard of Review**

"In answering the question of whether an entity is operating as an NVOCC, the Commission first determines whether the entity was 'holding itself out to the general public to provide transportation by water " See, Worldwide Relocations, Inc. -- Possible Violations (FMC), 32 S.R.R. at 503, FMC No 06-01 (By the Commission March 15, 2012) (Order Approving Initial Decision in Part, Reversing in Part, and Modifying in Part) EUL is licensed by the Commission as an NVOCC As a licensed NVOCC, EUL holds itself out as a common carrier Second, the Commission determines whether the entity assumed responsibility for transportation of the shipment by water on the high seas or the Great Lakes for all or a portion of the cargo movement. Id. at 505 The Complaint alleges that "At all times mentioned herein, G-Auto/Effect contracted

with respondents Hitrinov and EUL to secure shipping and warehouse services related to vehicles sold by G Auto/Effect and destined for Kotka, Finland, with the consignee on each shipping bill of lading designated as Defendant CarCont. (Complaint ¶ “36”) “NVOCC services include ‘issuing bills of lading or equivalent documents ’ 46 C.F.R. § 515.2[(k)](4) ” Worldwide Relocations, Inc. -- Possible Violations, (FMC), 32 S.R.R. at 505 It is additionally undisputed that the shipments were carried on the high seas. When evidence establishes that an entity held itself out as a common carrier and the shipment at issue was transported on the high seas, there is a presumption that the entity operated as an NVOCC on that shipment. Id. at 503-506 See, also, EuroUSA Shipping, Inc., Tober Group, Inc., and Container Innovations, Inc. -- Possible Violations of Section 10 of the Shipping Act of 1984 and the Commission's Regulations at 46 C.F.R. § 515.27, 32 S.R.R. 1906, 1912-1914 (FMC 2013), Anderson International Transport and Owen Anderson -- Possible Violations of Sections 8(a) and 19 of the Shipping Act of 1984, 32 S.R.R. 1678, 1684-1686 (FMC 2013)

A person or entity operates as an NVOCC “ when it ‘holds itself out to the general public to provide transportation’ *and* ‘assumes responsibility for the transportation.’” See, Landstar, supra, at 497 (emphasis added) There is a well-established methodology for determining whether an entity is operating as an NVOCC To determine if an entity is a common carrier, it “is important to consider all the factors present in each case and to determine their combined effect.” See, Activities, Tariff Filing Practices and Carrier Status of Container-ships Inc., 9 F.M.C 56 at 65 (FMC 1965) The Commission has indicated that it will “look beyond documentary labels ” Id. at 66 For example, “it is the status of the carrier, common or otherwise, that dictates the ingredients of shipping documents, it is not the documentation that determines carrier status.” Id. at 66 To determine whether an entity meets this standard, it is necessary to examine the entity's conduct on that shipment. Bonding of Non-Vessel-Operating Common Carriers, 25 S.R.R. (1679) at 1684

(FMC 1991), see also Low Cost Shipping, Inc., 27 S.R.R. 686, 687 (FMC 1996), (entity found to be operating as an NVOCC on some shipments and as an Ocean Freight Forwarder on other shipments) This is a fact intensive inquiry Resolution of that factual question requires an examination of an entity's conduct on a particular shipment to determine whether it operated as either an NVOCC or an Ocean Freight Forwarder on that shipment. See, Worldwide Relocations, Inc. -- Possible Violations of Sections 8, 10, and 19 of the Shipping Act of 1984 as Well as the Commission's Regulations at 46 C.F.R. 515.13, 515.21, and 520.3,32, S.R.R. 495, 503 (FMC 2012), (quoting Worldwide Relocations, Inc. -- Possible Violations, 31 S.R.R. 1471, 1519 (ALJ 2010))

**The Documents Produced By Respondents Further Establish That They Had Acted As An NVOCC As Well As A Freight Forwarder With Respect To Complainants' Shipments**

On this issue the Presiding Officer is respectfully referred to the shipping documents produced herein by the Respondents pursuant to the Presiding Officer's Orders of April 27, 2016, and specifically to the Electronic Export Information ("EEI") printouts (entitled "AESDirect Shipment Record") (See Appendix "D") and the Ocean Liner Bills of lading from the Mediterranean Shipping Company S.A. ("MSC") (See Appendix "E") Setting aside for a moment the issue that Respondent EUL is *not a licensed* freight forwarder, the AESDirect Shipment Records for the shipments at issue identify EUL and Michael Hitrinov to be the freight forwarder for these transactions (and it follows that EUL and Hitrinov prepared and filed the EEI with the U S Census Bureau) Additionally, these printouts identify Global Auto Inc to be the U S Principal Party in Interest ("USPPI") for these transactions, and CarCont Ltd to be the ultimate consignee

"[An NVOCC], meanwhile, is "a common carrier that does not operate the vessels by which the ocean transportation is provided" and "is a shipper in its relationship with [a vessel-operating] common carrier" Although NVOCCs usually do not own or operate vessels to actually carry the cargo, they lease facilities

and services from other firms -- making them the "common carrier[s]" responsible for transportation of the cargo from origin to destination. Most NVOCCs consolidate small parcels from multiple shippers bound for the same destination and arrange for them to be shipped as a single, large, sealed container under one bill of lading. Upon arrival, NVOCCs arrange for the container to be broken down and for each parcel to be distributed to each customer. Thus, unlike an OFF, the NVOCC issues its own bill of lading to each shipper, and the vessel-operating common carrier issues a bill of lading to each NVOCC. Unlike OFFs, NVOCCs receive compensation only from the shipper."

Landstar Express America, Inc. v. FMC, 569 F.3d 493, 494-495 (D.C. Cir. 2009)

**Other Documents on the Federal Court Docket Prove that Respondents Acted as an NVOCC and not as Owner of the Goods Shipped**

*Standard of Review*

It is well settled that within the context of the instant Motion for Judgment on the Pleadings, the Presiding Officer must take judicial notice of Orders on the Commission's docket, as well as those on the Federal Court's Docket. See, Rothman v. Gregor, 220 F.3d 81, 92 (2d Cir. 2000), (taking judicial notice of another complaint "as a public record") See, also, Rothstein v. Balboa Ins. Co., No. 14-1112, 2014 WL 4179879, (2d Cir. 2014). Additionally, the Court may take judicial notice of matters of public record, such as prior Court proceedings. See, e.g., Covad Commc'ns. Co. v. Bell Atl. Corp., 407 F.3d 1220, 1222 (D.C. Cir. 2005), (permitting judicial notice of facts in public records of other proceedings), Valore v. Islamic Republic of Iran, Nos. 03-cv-1959, 06-cv-516, 06-cv-750 & 08-cv-1273, 2010 WL 1244552, (D.D.C. 2010), (taking judicial notice of related proceedings and records in cases before the same court).

As part of the shipment of the subject automobiles, EUL entered into a 'Service Contract' with the Mediterranean Shipping Company, S.A. ("MSC"), wherein EUL certified its status as NVOCC, *and not the owner of the subject automobiles*. (See Appendix "F")

In a matter now pending in the U.S. District Court for the Eastern District of New York (EDNY) also relating to the subject automobiles herein, the Honorable Judge Sandra L. Townes found that there was a "substantial question" regarding whether EUL was authorized to sell the

subject automobiles in that EUL was unable to produce a written agreement documenting its rights in the subject automobiles, and in that the aforementioned Mr Kapustin as shipper of the vehicles to the owners who had purchased them also claimed that the vehicles had been illegally sold. (See Appendix "G")

### **Respondents' Violations of the Shipping Act**

In the first instance, the well pleaded allegations in the Complaint establish that the Respondents were acting as an NVOCC with respect to the shipments. EUL handled the shipments acting under the authority of its license as an OTI regulated by the Commission. EUL having, among other things, unlawfully exercised a lien over Complainants' shipments for monies allegedly due and owing to Respondents by Mr Kapustin and company, unrelated to the ocean freight incurred for those shipments, violated the Shipping Act, which provides in relevant part that an OTI "may not fail to establish, observe and enforce just and reasonable regulations and practices relating to or connected with receiving, handling, storing, or delivering property " 46 U S C § 41102(c) As explained below Respondents' unlawful refusal to release the cargo and subsequent conversion and sale thereof constitutes the exact type of activity prohibited by the Act.

Pursuant to section 41102(c) a "common carrier, marine terminal operator, or ocean transportation intermediary may not fail to establish, observe, and enforce just and reasonable regulations and practices relating to or connected with receiving, handling, storing, or delivering property " 46 U S C § 41102(c) Additionally, it is well settled that a maritime lien secures money lawfully owed for the *carriage* of that particular shipment. The *lien only secures payment for the shipment of the cargo subject to that lien* See, Petra Pet, Inc. (a/k/a Petrapport) v. Panda Logistics Limited, Panda Logistics Co., Ltd. (f/k/a Panda Int'l Transportation Co., Ltd.), and RDM Solutions, Inc., 2012 WL 11914703, FMC No 11-14 (ALJ August 14, 2012) (Initial Decision) (emphasis added)

Additional cases address situations where NVOCCs hold cargo hostage while demanding additional payments *from an innocent cargo owner*. In Bernard & Weldcraft Welding Equipment v. Supertrans Int'l, Inc., 29 S.R.R. 1348, 1353-54 (ALJ 2003) (notice of finality Feb 12, 2003) (emphasis added), respondent NVOCC refused to allow the goods to be released without payment by third-party buyer "Jenkar", who owed respondent Supertrans Int'l, Inc ("Supertrans") money and who had previously performed services for buyer-consignee Lincoln Machinery Pte, Ltd. ("Lincoln"), the purchaser of complainant's goods. It is clear from Commission precedent that when respondent therein Supertrans refused to release the cargo it had contracted to carry for complainant Bernard & Weldcraft Welding Equipment ("B&W") and Lincoln despite its lack of a valid legal excuse, it interfered with the contractual rights of the buyer and seller, Lincoln and B&W, and failed to observe just and reasonable practices relating to the handling and delivery of the subject shipment. Whatever grievance Supertrans had with the third party, Jenkar, which arose out of totally unrelated shipments in the past, did not give Supertrans any just reason whatsoever, in effect, to hold the cargo hostage in the hopes of inducing the innocent buyer and seller to put pressure on Jenkar to pay the alleged debt owed by Jenkar to Supertrans.

It is respectfully submitted that the same exact principle as set forth in Bernard, supra, applies to the case at bar, in that Respondents violated the Shipping Act by holding Complainants' cargo hostage (and then selling it) based upon demands for "money which the innocent cargo owner had no legal obligation to pay." See, Petra Pet, Inc., supra.

Additionally, and in that paragraph "14" of Respondents' asserted facts explain that "it is hardly surprising that CarCont would refuse to release the vehicles to total strangers lacking any documentation authorizing them to collect the cargo", it is notable that this is *exactly* what Respondents ultimately did when they released the cargo (albeit in exchange for monies paid by the individuals to whom Respondents ultimately sold the cars to), again in violation of section

41102(c), without any documentation authorizing these third-party buyers to collect the cargo See, Bimsha International v. Chief Cargo Services, Inc., 32 S.R.R 353 (Init. Dec 2011), affirmed, 32 S.R.R 1861 (FMC 2013) Indeed, Respondents have not produced a single document to date supporting their allegation of having lawfully released these vehicles

In sum, by virtue of the EEI filed by Respondents with the United States Government, as well as the service contract which Respondents had with MSC at the time of the shipments having been made, the Respondents were undoubtedly acting as an NVOCC with respect to those shipments As an aside, and to the extent that Respondents have additionally acted as an unlicensed freight forwarder in violation of the Shipping Act as alleged in the Complaint and as now demonstrated by (1) the AESDirect Shipment Records produced by Respondents, and (2) Respondents' own admission as set forth in paragraphs "5" through "10" of the facts set forth in Respondents Memorandum in Support, the Presiding Officer is reminded that this is not the first time that Respondents have engaged in such unlawful activity See, Empire United Lines Co., Inc. - Possible Violations of Sections 10(a)(1) and 10(b)(1) of the Shipping Act of 1984, and Section 10(b)(2)(A) of the Shipping Act of 1984 as amended by the Ocean Shipping Reform Act of 1998, as well as the Commission's Regulations at 46 CFR 515.31(e) as amended, (FMC Docket No 02-11), (Empire knowingly and willfully provided false information by listing a freight forwarder on numerous bills of lading for Empire's shipments thereby allowing the freight forwarder to collect unwarranted compensation from several ocean common carriers)

Accepting the allegations in the Complaint as true, EUL operated as an NVOCC within the meaning of the Act by holding out to the public as a common carrier and assuming responsibility for transportation by water of Complainants' shipment between the point of receipt in Elizabeth New Jersey, and the point of delivery in Kotka, Finland.

*The Ocean Liner Bills of Lading and Shippers Export Declarations*

The ocean liner bills of lading from MSC identify EUL to be the shipper and CarCont Ltd. to be consignee. All of the ocean liner bills of lading also make reference to the same service contract number, to wit: 12-535WW. As explained below, all of the foregoing information is significant in that it establishes that contrary to Respondents' fiction of having a joint venture with Mr. Kapustin and company, Respondents were in fact acting as an NVOCC with respect to the shipments at issue.

With further regard to the ocean liner bills of lading, the Presiding Officer is respectfully referred to the Declaration of Nanik Kirpalani of MSC with attached MSC Service Contract No. 12-535WW, pursuant to which Respondents exported the automobiles via MSC. These documents are public record, having been taken from the litigation referred to by Respondents in their motion and involving Mr. Kapustin and his companies. Notably, paragraph "6" of the Service Contract contains a "Certification of Shipper Status" pursuant to which the Respondents have certified their status as "NVOCC" with respect to shipments shipped by Respondents via MSC. This further begs the question as to why Respondents would not have certified their status as "Owner of the Cargo" with MSC as they now purport to have been in this proceeding.

With regard to Respondents' arguments requesting dismissal of claims as to specific violations of the Shipping Act of 1984, Respondents are reminded that rather than waiting for discovery hereon and in lieu of interposing *either* a Motion to Dismiss *or* a Motion for Summary Judgment, such requested relief is grossly improper within the context of a self-professed motion for judgment on the pleadings, wherein Complainants' burden does *not* include a demonstration of success on the merits of such claims. To that extent, Respondents are respectfully referred to appropriate sections of the Federal Rules of Civil procedure for possible edification.



## The Complaint States a Claim Upon Which Relief May Be Granted

### **Standard of Review**

Rule 12(c) of the FRCP states that “[a]fter the pleadings are closed but within such time as not to delay the trial, any party may move for judgment on the pleadings.” Fed. R. Civ. P. 12(c). The standard of review for motions for judgment on the pleadings under Rule 12(c) of the Federal Rules is essentially the same as that for motions to dismiss under Rule 12(b)(6). See, Schuchart v. La Taberna Del Alabardero, Inc., 365 F.3d 33, 35 (D.C. Cir. 2004), Ramirez v. Dep’t of Corrections, 222 F.3d 1238, 1240–41 (10th Cir. 2000), Haynesworth v. Miller, 820 F.2d 1245, 1254 (D.C. Cir. 1987), Does I through III v. District of Columbia, 238 F. Supp. 2d 212, 216 (D.D.C. 2002) (citations omitted). On either motion, the Court may not rely on facts outside the pleadings and *must construe the complaint in the light most favorable to the non-moving party*. See, Kowal v. MCI Communications Corp., 16 F.3d 1271, 1276 (D.C. Cir. 1994) (emphasis added). Under Rule 12(b)(6) in assessing whether dismissal for failure to state a claim is appropriate, the trial court must accept as true the well-pleaded factual allegations of the complaint, draw all reasonable inferences therefrom in the plaintiff’s favor, and determine whether the complaint, so read, *contains facts sufficient to justify recovery on any cognizable theory*. See, LaChapelle v. Berkshire Life Ins. Co., 142 F.3d 507, 508 (1st Cir. 1998) (emphasis added).

A Court may grant judgment on the pleadings only if it appears beyond doubt, based on the allegations contained in the complaint, that “the plaintiff can prove no set of facts in support of his claim which would entitle him to relief.” Conley v. Gibson, 355 U.S. 41, 45–46, 78 S.Ct. 99, 2 L.Ed.2d 80 (1957), see also Schuchart v. La Taberna Del Alabardero, Inc., 365 F.3d at 35, Alicke v. MCI Communications Corp., 111 F.3d 909, 912 (D.C. Cir. 1997).

As alleged in detail in the Complaint, Respondents EUL, Hitrinov, and CarCont are *one and the same* and are alter egos of one another, effectively with Mr. Hitrinov, at all times, “calling

the shots ” Contrary to Respondents’ disingenuous and false assertion that the allegations regarding Respondents’ conversion of the vehicles are “all addressed to CarCont”, the Complaint alleges that *all three Respondents knowingly converted the automobiles* despite having been contacted *prior thereto* by Complainants, who sought to obtain release of the vehicles. The Complaint further alleges that despite the ocean freight for the shipment of these vehicles having been paid in full, the Complainants were told that “EUL would not authorize the release of [the vehicles] because there was an unpaid loan due and owing to EUL by the principal of G-Auto/Effect.” Additionally, and with respect to Complainant Rzaeva, Respondent Hitrinov went as far as to contact her and admit to her that he had in fact sold her vehicle.

### **Respondents’ Claims**

The Presiding Officer is well aware that the USPPPI is “The person or legal entity in the United States that receives the *primary benefit*, monetary or otherwise, from the export transaction. Generally, that person or entity is the U S seller, manufacturer, or order party, or the foreign entity while in the United States when purchasing or obtaining the goods for export.” 15 C.F.R. §30 1 (emphasis added) Therefore, Respondents’ claim to have allegedly been 60% owners of the cargo is sorely lacking in credibility, and begging the question as to why they are not identified as the USPPPI for the shipments, particularly when it was Respondents that filed the EEI with the U S Census Bureau. Moreover, it is respectfully submitted that at the time they filed the EEI, Respondents violated Federal Export Administrative Regulations by failing to identify Complainants as the Foreign Principal Parties in Interest (“FPPI’s”) for the shipments, as well as failing to identify Complainants as the ultimate consignee, a Federal offense which may result in both imprisonment and monetary penalties

Respondents have made the absurd argument that Complainants herein allegedly lacked sufficient documentation for Respondents to release the subject automobiles to Complainants

following their having been shipped to Respondents' facilities Kotka, Finland. Respondents then incongruously sold and released the subject automobiles to third-parties who lacked the very same documentation that prevented respondents from releasing the subject automobiles to Complainants as rightful owners! Having so argued, Respondents have once again been blatantly exposed as being grossly disingenuous, here, by literally "talking out of both sides of their mouths" It is respectfully submitted that the latter constitutes yet another example of the false, fraudulent, and despicable business practices which lie at the heart at each and every one of Complainants' claims herein.

Respondents' entire argument with respect to this particular Shipping Act violation is meant to mislead the Presiding Officer, and Respondents' feigned ignorance as to Complainants having been the lawful owners of the cargo is of no moment. In Houben v. World Moving Services, Inc. & Cross Country Van Lines, LLC, 31 S.R.R. 1400, 1405 (FMC 2010), the Commission reiterated that failing to fulfill NVOCC obligations is an unjust and unreasonable practice in violation of section 10(d)(1) In Houben, supra, the NVOCC "violated Section 10(d)(1) by failing to engage in just and reasonable practices relating to receiving, handling, storing, or delivering property by failing to timely make payments necessary to secure release of the cargo in circumstances when it had already been paid by the shipper *and by its failure to resolve a commercial dispute*, practices which resulted in both delay and financial harm to the shipper " Houben, supra, at 1405 (emphasis added)

### CONCLUSION

It is respectfully submitted that as set forth above and with regard to each and every one of Respondents' failed arguments, Complainants have set forth prima facie opposition sufficient to warrant the denial of Respondents' motion for judgment on the pleadings in its entirety, with prejudice

In the first instance Complainants have inarguably established their standing to bring on their instant claims having been directly injured as a result of Respondents' violations of the Shipping Act of 1984, despite the absence of any contractual relationship between the parties as no such relationship is required.

Complainants have further abundantly established that the Commission has subject matter jurisdiction over this case by virtue of the Presiding Officer having twice ruled in Complainants' favor on this issue, as well as by Complainants having undisputedly set forth unimpeachable violations of the Shipping Act of 1984 by Respondents.

Complainants have additionally definitively established their unquestionable status as owners of the subject automobiles through documentary evidence in the form of documents created by Mr Hitrinov himself, and others.

Complainants have further exposed the false and fraudulent claims of an alleged joint venture between EUL and Mr Hitrinov and a non-existent entity manufactured by Respondents "for the occasion" in the form of an alleged "Global Auto Enterprise", despite the absence of any proof thereof as to either the existence of the so-called conglomerate, or of the supposed joint venture

Despite the authoring of an affidavit by Mr Hitrinov attesting to his alleged status as purported owner of the subject automobiles, such fraudulent representation is effectively undone by Mr Hitrinov's own hand via his having listed G-Auto as the owner of said vehicles as opposed to either himself or his company, EUL.

It further cannot reasonably be disputed that Respondents were acting as NVOCC with respect to the shipment of the subject automobiles as definitively established by the very documents produced by Respondents as well as those of a freight forwarder. Additionally, other

Federal Court documents prove that Respondents acted as an NVOCC and not as owners of the subject automobiles shipped.

Complainants have abundantly set forth violation of the Shipping Act of 1984 by Respondents with respect to the improper imposing of a maritime lien over Complainants' automobiles.

Complainants have further abundantly demonstrated that their Complaint does indeed state a claim upon which relief may be granted based upon the Presiding Officer's responsibility to construe the factual allegations of the Complaint in the light most favorable to Complainants as the non-moving party, and by virtue of the Complaint containing facts to justify recovery on cognizable theories of law

It is respectfully submitted that having set forth and established all requisite elements regarding standing, subject matter jurisdiction, violations of the Shipping Act of 1984, Complainants' status as owners of the subject automobiles, Respondents' status as an NVOCC and the setting forth of a claim upon which relief may indeed be granted that Respondents' motion for judgment on the pleadings should now be denied in its entirety, with prejudice and that Complainants be granted such other and further relief as the Presiding Officer may deem just and proper under the circumstances.

Dated. Brooklyn, New York  
June 24, 2016

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Marcus A. Nussbaum", written over a horizontal line.

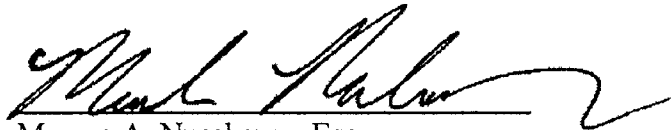
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marcus.nussbaum@gmail.com

**CERTIFICATE OF SERVICE**

I hereby certify that I have this day served the **COMPLAINANTS' BRIEF IN OPPOSITION TO RESPONDENTS' MOTION FOR JUDGMENT ON THE PLEADINGS** and **APPENDIX** upon Respondents' Counsel at the following address

Nixon Peabody LLP  
Attn. Eric C Jeffrey, Esq  
799 9th Street NW, Suite 500  
Washington, DC 20001-4501

by first class mail, postage prepaid, and by email (ejeffrey@nixonpeabody.com)

A handwritten signature in black ink, appearing to read "Marcus A. Nussbaum", is written over a horizontal line.

Marcus A. Nussbaum, Esq  
P O Box 245599  
Brooklyn, NY 11224  
Tel 888-426-4370  
Fax 347-572-0439  
Attorney for Complainant  
marcus.nussbaum@gmail.com

Dated. June 24, 2016 in Brooklyn, New York.

**ORIGINAL**

**BEFORE THE  
FEDERAL MARITIME COMMISSION**

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**DOCKET NO 15-11**

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**IGOR OVCHINNIKOV, IRINA RZAEVA, and DENIS NEKIPELOV,**

**— vs —**

**MICHAEL HITRINOV a/k/a  
MICHAEL KHITRINOV,  
EMPIRE UNITED LINES CO., INC., and CARCONT, LTD.**

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**INFORMAL DOCKET NO 1953(I)**

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**KAIRAT NURGAZINOV,**

**— vs —**

**MICHAEL HITRINOV a/k/a  
MICHAEL KHITRINOV,  
EMPIRE UNITED LINES CO., INC., and CARCONT, LTD**

---

**APPENDIX TO REPLY TO COMPLAINANTS' RESPONSE TO RESPONDENTS'  
MOTION FOR JUDGMENT ON THE PLEADINGS**

Appendix "A" - Presiding Officer's Order Denying Respondents' Motion for Stay, dated April 27, 2016

Appendix "B" - Invoices from G-Auto Sales Inc

Appendix "C" - Records of wire transfers executed by Complainants

Appendix "D" - AESDirect Shipment Records

Appendix "E" - Ocean Liner Bills of lading from the Mediterranean Shipping Company S.A. ("MSC")

Appendix "F" - Service Contract Between Empire United Lines Co Inc and MSC

Appendix "G" - Memorandum and Order of the Honorable Sandra L. Townes

# APPENDIX “A”



S	E	R	V	E	D
April 27, 2016					
FEDERAL MARITIME COMMISSION					

**FEDERAL MARITIME COMMISSION**

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**DOCKET NO. 15-11**

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**IGOR OVCHINNIKOV, IRINA RZAEVA, and DENIS NEKIPELOV**

**v.**

**MICHAEL HITRINOV a/k/a MICHAEL KHITRINOV,  
EMPIRE UNITED LINES CO., INC., and CARCONT, LTD.**

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**ORDER DENYING RESPONDENTS' MOTION FOR STAY**

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Respondents United Lines Co., Inc. (Empire) and Michael Hitrinov a/k/a Michael Khitrinov have filed a motion seeking a stay of this proceeding pending the resolution of what they contend is a related case pending in the United States Court for the District of New Jersey. Complainants have filed an opposition to the motion. For the reasons stated below, the motion is denied.

**BACKGROUND**

On November 12, 2015, complainants Igor Ovchinnikov, Irina Rzaeva, and Denis Nekipelov commenced this proceeding by filing a Verified Complaint with the Secretary. Respondent Empire United Lines Co., Inc. (Empire) is licensed by the Commission as a non-vessel-operating common carrier (NVOCC). Respondent Michael Hitrinov a/k/a Michael Khitrinov is Empire's sole principal and officer. *Baltic Auto Shipping, Inc. v Michael Hitrinov a/k/a Michael Khitrinov and Empire United Lines Co., Inc.*, FMC No. 14-16 (ALJ Sept. 15, 2015) (Initial Decision on Respondents' Motion for Partial Summary Decision), exceptions filed, Jan. 15, 2016. The FMC Complaint alleges that Hitrinov owns Carcont, Ltd. (Carcont), a company located in Kotka, Finland, and is "the Chairperson of the Board of Carcont, with signatory authority and direct control over respondent Carcont." (Complaint ¶¶ 11.9-11 )

The FMC Complaint alleges that Respondents violated 46 U.S.C. §§ 40301, 40302, 40501, 40701, 41102, 41104, and 41106 of the Shipping Act and Federal Maritime Commission (FMC or Commission) regulations at 46 C.F.R. Part 515. The allegations concern the transportation by water

from the United States to Finland of one vehicle for each Complainant. Each Complainant alleges that he or she purchased a used car from a company owned by with Sergey Kapustin. Kapustin allegedly operates three companies that specialize in selling used cars from the United States to consumers in the former USSR republics: G-Auto Sales, Inc., Effect Auto Sales Inc., and Global Cars, Inc. (the Kapustin Group). Kapustin and his companies are not parties in this proceeding. Respondent Hitrinov allegedly provided financial backing to the Kapustin Group. The Kapustin Group allegedly used Empire as an NVOCC to transport the vehicles from ports or points in the United States to Kotka, Finland.

In the FMC Complaint at paragraphs 37 through 49, Ovchinnikov alleges that he purchased a 2009 GMC Acadia VIN GKLVDNED6AJ138200 from G-Auto Sales and received an invoice and copy of the certificate of title. Ovchinnikov paid the full asking price for the Acadia. G-Auto gave the original title to respondent Empire for clearance through customs and paid the ocean freight and related charges to G-Auto. The Acadia was shipped from the United States on December 21, 2012, and arrived in the customs bonded warehouse owned by Carcont in Kotka, Finland, on or about January 14, 2013. Carcont told Ovchinnikov that it would not release the Acadia to Ovchinnikov because "there was an unpaid loan due and owing to [Empire] by the principal of G-Auto/Effect." (FMC Complaint ¶ 44 ) Ovchinnikov later learned that the Acadia was registered with a Russian citizen in St. Petersburg, Russia, and alleges that Respondents "simply converted [the Acadia] and have sold it to a third party in order to satisfy a loan allegedly due and owing from the principal of Effect/G-Auto to [Empire] and Hitrinov " (FMC Complaint ¶ 49 )

In the FMC Complaint at paragraphs 50 through 64, Rzaeva alleges that she purchased a 2011 Jeep Compass VIN 1J4NF5FB7BD282296 from G-Auto Sales and received an invoice and a copy of the certificate of title. Rzaeva paid the full asking price for the Jeep. G-Auto Sales gave the original title to respondent Empire for clearance through customs and paid ocean freight and related charges to Empire. The Jeep was shipped from the United States on November 15, 2012, and arrived in the customs bonded warehouse owned by Carcont in Kotka, Finland, on or about December 11, 2012. On or about December 15, 2012, Rzaeva paid the amount required to Russian Customs authorities for customs clearance/duty for the Jeep. Carcont told Rzaeva that it would not release the Jeep to Rzaeva because "there was an unpaid loan due and owing to [Empire] by the principal of G-Auto/Effect." (FMC Complaint ¶ 58 ) In March 2013, respondent Hitrinov contacted Rzaeva and "admitted to her that he converted her automobile because there was an unpaid loan due and owing by the principal of Effect/G-Auto." (FMC Complaint ¶ 63 ) Rzaeva alleges that Respondents "simply converted [the Jeep] and have sold it to a third party in order to satisfy a loan allegedly due and owing from the principal of Effect/G-Auto to [Empire] and Hitrinov " (FMC Complaint ¶ 64 )

In the FMC Complaint at paragraphs 65 through 74, Nekipelov alleges that he purchased a 2009 Mercedes-Benz C300 VIN WDDGF81X49R073295 from G-Auto Sales and received an invoice and a copy of the certificate of title. Nekipelov paid the full asking price for the Jeep. G-Auto Sales gave the original title to respondent Empire for clearance of customs and paid ocean freight and related charges to Empire. The Mercedes-Benz was shipped from the United States on November 15, 2012, and arrived in the customs bonded warehouse owned by Carcont in Kotka,

Finland, on or about December 11, 2012. On or about December 16, 2012, Carcont told Nekipelov that it would not release the Mercedes-Benz to Nekipelov because "there was an unpaid loan due and owing to [Empire] by the principal of G-Auto/Effect." (FMC Complaint ¶ 73.) Nekipelov alleges that Respondents "simply converted [the Mercedes-Benz] and have sold it to a third party in order to satisfy a loan allegedly due and owing from the principal of Effect/G-Auto to [Empire] and Hitrinov." (FMC Complaint ¶ 74.)

The Commission proceeding is not the only case that relates to the Kapustin Group's businesses. In their motion, Empire and Hitrinov describe two cases in United States district courts. The first case is an action that the Kapustin Group commenced against Hitrinov, Empire, Mediterranean Shipping Company (USA), Inc., and five John Does. *Global Auto, Inc. v Hitrinov*, CV 13-2479 (E.D.N.Y. Apr. 24, 2013) (complaint filed) (Doc. 1). The *Global Auto v Hitrinov* complaint alleges that Hitrinov and Empire operated as an NVOCC on the Kapustin Group's shipments of automobiles to Kotka, Finland. It further alleges that when the Kapustin Group told Empire that they had reached an agreement to ship their vehicles with other NVOCCs and vessel-operating common carriers (VOCCs) at more favorable rates, Empire and Hitrinov unlawfully seized the Kapustin Group's automobiles and refused to release them to their intended recipients. The New York Complaint asserts claims for relief pursuant to the Shipping Act of 1984, state claims, and federal claims, including violation of the Racketeer Influenced and Corrupt Practices Act (RICO). The Kapustin Group filed an Amended Complaint adding Carcont, the third respondent in this Commission proceeding, as a defendant. Empire filed an answer to the Amended Complaint and included counterclaims against the Kapustin Group. The court denied a motion to intervene filed by several customers of the Kapustin Group.

The second case (the case that Empire and Hitrinov argue justifies a stay of this proceeding) was filed in New Jersey by the Kapustin Group's customers whose motion to intervene had been denied by the New York court. *Akishev v Kapustin*, No. 13-CV-2479 (SLT) (RER) (D.N.J. Nov. 25, 2013) (complaint filed) (Doc. 1). The customers named the Kapustin Group and Empire, Hitrinov, and Carcont, respondents in this proceeding, as defendants in the New Jersey case. On April 4, 2014, the customers filed an Amended Complaint. The Amended Complaint alleges that the customers are residents of former USSR republics who wanted to purchase "gently used cars from the United States." *Akishev v Kapustin*, No. 13-CV-2479 (SLT) (RER), Amended Complaint ¶ 1 (D.N.J. Apr. 4, 2014) (Amended Complaint) (Doc. 27). The New Jersey Amended Complaint alleges that Defendants engaged in a massive scheme to defraud customers of the Kapustin Group who attempted to purchase used cars. It alleges specific factual allegations regarding each customer's attempt to purchase used cars, many of which are alleged to have been salvaged vehicles falsely represented as operable, and the damages allegedly suffered by each. Complainants Ovchinnikov, Rzaeva, and Nekipelov in this proceeding are not identified as Plaintiffs in the New Jersey proceeding and the Amended Complaint does not set forth any allegations regarding the transportation of the Acadia, Jeep, or Mercedes-Benz that are the subject of the FMC Complaint. The New Jersey Amended Complaint asserts claims for relief against the Kapustin Group, Empire, Hitrinov, and Carcont under the Racketeer Influenced and Corrupt Organizations Act (RICO), 18 U.S.C. § 1962(c), predicated on alleged violation of 18 U.S.C. § 1343 (wire fraud), 18 U.S.C.

§ 1341 (mail fraud), 18 U.S.C. ¶ 1952 (travel), 18 U.S.C. § 1956 (money laundering), 18 U.S.C. § 1957 (transactions in criminally derived property), and 18 U.S.C. § 1512 (witness tampering); RICO – 18 U.S.C. § 1962(b) predicated on acquisition of an “interest in or control of” an enterprise; RICO – 18 U.S.C. § 1962(c) predicated on employment or association with an enterprise engaged in racketeering; RICO – 18 U.S.C. § 1962(d) predicated on conspiracy to commit RICO violations, N.J.S.A. 56 8-1, *et seq* (New Jersey Consumer Fraud Act), N.J.A.C. 13 45 A-26A.1 *et seq* (New Jersey Motor Vehicle Advertising Regulations); 49 U.S.C. § 32701, *et seq* (Motor Vehicle Information and Cost Savings Act (the “Odometer Act”)), breach of contract; common law fraud, civil conspiracy to commit tort, conversion, unjust enrichment and disgorgement of profits; and imposition of a constructive trust. The New Jersey Amended Complaint does not assert a claim of violation of the Shipping Act and does not purport to be an action on behalf of a class of similarly situated Kapustin Group customers. The Kapustin Group filed cross-claims against co-defendants Empire and Hitrinov that are almost identical to the claims the Kapustin Group had brought against Empire and Hitrinov as Plaintiffs in the New York case.

On September 27, 2015, the court dismissed *Global Auto v Hitrinov*, the New York case, for failure to prosecute because the Kapustin Group’s attorneys had withdrawn as counsel and the corporations could not proceed without an attorney. The court denied a motion filed by Empire and Hitrinov to enjoin the Kapustin Group from proceeding with the cross-claims in the New Jersey case. *Global Auto v Hitrinov*, CV 13-2479 (E.D.N.Y. Sept. 27, 2015) (Memorandum and Order) (Doc. 109). On October 2, 2015, the clerk entered a certificate of default against the Kapustin Group on the counterclaims. *Global Auto v Hitrinov*, CV 13-2479 (E.D.N.Y. Oct. 2, 2015) (Certificate of Default) (Doc. 110). Empire filed a motion for reconsideration of the denial without prejudice of its motion to enjoin the Kapustin Group from prosecuting the cross-claims in the New Jersey case. The court denied the motion. *Global Auto v Hitrinov*, CV 13-2479 (E.D.N.Y. Nov. 19, 2015) (Memorandum and Order) (Doc. 114).

In this proceeding, respondents Empire and Hitrinov move to stay this Commission proceeding “pending resolution of the first-filed federal [New Jersey] court claims [*Akishev v Kapustin*] regarding the same transaction concerning the precise assets at issue here.” (Respondents’ Motion for Stay at 1 (footnote omitted).) Empire and Hitrinov state:

Complainants purchased cars from Global Auto, Inc., Effect Auto Sales, G-Auto Sales, Inc., or other related companies owned and/or controlled by a Mr. Kapustin (collectively “Kapustin Global Auto Group” or “Group”), which promised to deliver them in Russia. [Complaint Paragraphs 35, 36, 38, 40, 51, 53, 65, 67] A member of the Group then contracted with Empire to transport such cars in containers from the United States to a facility in Kotka, Finland operated by Carcont Ltd. There, the containers were opened and the cars and other cargo de-vanned. The vehicles were then picked up by a member of the Kapustin Global Auto Group (Global Cargo Oy), after the Group made and Empire approved a request for release. This arrangement existed for years, and involved many cars beyond the few at issue here.

Empire never dealt with individual customers of the Kapustin Global Auto Group; and had no knowledge as to their identity. This was true as a general matter, and is true here. Neither Complainants nor the Group ever requested Empire to release the vehicles in question and, as noted, Empire did not know who the individual customers were until well after the cars were sold.

(*Id.* at 2-3 (footnotes omitted).)

Empire and Hitrinov argue.

There are currently two federal litigations in play regarding the exact same cars – the complaint in the New Jersey District Court and the instant Complaint. Stay of this later-filed proceeding is warranted, indeed mandated, by two separate considerations: (1) respect for judicial economy and avoidance of duplicative litigation, and (2) the potential for double liability to Empire. The first ground is jurisprudential, the latter includes a constitutional dimension.

(*Id.* at 7)

*Inter alia*, Empire and Hitrinov rely on a recent decision of a Commission Administrative Law Judge granting a joint motion to stay a Commission proceeding pending resolution of a related case in the federal courts. *General Motors LLC v. Nippon Yusen Kabushiki Kaisha, Wallenius Wilhelmsen Logistics AS, and Eukor Car Carriers Inc.*, FMC No. 15-08 (ALJ Jan. 5, 2016) (*GM v NYK – FMC*). GM ships automobiles by water between the United States and foreign ports. Respondents in the Commission proceeding operate vehicle carrier services transporting vehicles by water between the United States and foreign ports. The FMC Complaint alleges that “Respondents have entered into a secret, unfiled, and not yet effective and/or unlawful agreement and/or agreements to allocate customers, raise and fix prices, and rig bids in violation of the Shipping Act.” *GM v NYK – FMC*, Complaint ¶ III.

On June 15, 2015, GM had commenced an action against the same vehicle carrier services plus two other companies related to respondents NYK and Wallenius Wilhelmsen in a United States district court. *General Motors LLC v. Nippon Yusen Kabushiki Kaisha; NYK Line (North America) Inc., Wallenius Wilhelmsen Logistics AS, Wallenius Wilhelmsen Logistics Americas LLC, Eukor Car Carriers Inc.*, No. 15-cv-03451-KAM-JO (E.D.N.Y. June 15, 2015) (Complaint filed) (Doc. 1) (*GM v NYK – EDNY*). The Complaint in *GM v NYK – EDNY* alleges that the vehicle carrier services violated federal antitrust laws and several state laws by conspiring “to rig bids, allocate markets, restrain capacity, and to otherwise fix, raise, stabilize, and maintain prices for Vehicle Carrier Services for shipments to and from the United States and elsewhere in the world.” *GM v NYK – EDNY*, Complaint ¶ I.1.

Other plaintiffs had previously filed cases in United States district courts against these defendants and other vehicle carrier services. The Judicial Panel on Multidistrict Litigation

consolidated these actions that “share factual questions relating to allegations that dependants conspired to fix, raise, maintain, and stabilize the price of vehicle carrier services charged to original equipment manufacturers in violation of Section 1 of the Sherman Antitrust Act, and corresponding state antitrust and state consumer protection statutes.” *In re Vehicle Carrier Services Antitrust Litigation*, 978 F Supp 2d 1382, 1383 (J.P.M.L. 2013). The Panel transferred the actions to the District of New Jersey “and, with the consent of that court, assigned [the cases] to the Honorable Esther Salas for coordinated or consolidated pretrial proceedings in that district.” *Id.* *GM v NYK – EDNY* was transferred to New Jersey pursuant to this order. *GM v NYK – EDNY*, 1 15-cv-03451-KAM-JO (E.D.N.Y. June 29, 2015) (J.P.M.L. Conditional Transfer Order) (Doc. 10). As of June 29, 2015, twenty-two additional actions had been transferred to New Jersey *Id.* The New Jersey court docketed the New York Complaint as *GM v NYK*, 2 15-cv-04739-ES-JAD (D.N.J. June 30, 2015) (transfer order received), and incorporated it into *In re Vehicle Carrier Services Antitrust Litigation*.

As stated by the court in *Vehicle Carrier Services Antitrust Litigation*, Defendants in the antitrust litigation are ocean common carriers engaged in the transportation of large numbers of cars, trucks, and other vehicles, including agricultural and construction equipment, between foreign countries and the United States using Roll On/Roll Off (RO/RO) or specialized car carrier vessels. Plaintiffs seek equitable and injunctive relief under section 16 of the Clayton Act, 15 U.S.C. § 26, for violation of section 1 of the Sherman Act, 15 U.S.C. § 1, and treble damages and costs of suit under various state antitrust, consumer protection, and unjust enrichment laws, alleging that defendants “entered into various collusive, secret agreements to fix and increase the prices for vehicle carrier services to and from the United States.” *In re Vehicle Carrier Services Antitrust Litigation*, Master Docket No. 13-3306 (ES) (MDL No. 2471), Opinion at 3 (D.N.J. Aug. 28, 2015), notice of appeal filed, No. 15-3353 (3d Cir. Sept. 25, 2015). Defendants moved to dismiss the complaints of some of the Plaintiffs. The court held that the Shipping Act barred Plaintiff’s federal claims.

[B]ecause “[a] person may not recover damages under section 4 of the Clayton Act . . . or obtain injunctive relief under section 16 of that Act for conduct prohibited by [the Shipping Act],” . . . DPP’s claim under section 4 of the Clayton Act and IPP’s claims under section 16 of the Clayton Act will be dismissed with prejudice.

*Id.* at 16-17. The court also held that the state law claims were preempted by the Shipping Act. *Id.* at 29. The court dismissed the complaints. According to the parties to *GM v NYK – FMC*, “[t]he direct purchaser plaintiffs and the indirect purchaser plaintiffs have filed notices of appeal to the U.S. Court of Appeals for the Third Circuit; those appeals have been consolidated and stayed pending the disposition of a motion for reconsideration filed by the indirect purchaser plaintiffs.” (*GM v NYK – FMC*, FMC No. 15-08 Joint Supplemental Memorandum Regarding Joint Motion to Stay Proceeding at 3 (filed Nov. 12, 2015).) *GM v NYK – EDNY* was not one of the cases subject to the court’s August 28, 2015, dismissal. (*Id.* n.1, *id.* at 4.) To protect against statute of limitations deadlines, GM filed *GM v NYK – FMC* challenging the same conduct challenged in *GM v NYK – EDNY* after the *Vehicle Carrier Services Antitrust Litigation* court entered the August 28, 2015,

order (*Id.* at 3 ) Before the Commission, the parties argued that the FMC proceeding should be stayed pending the federal court determination of whether the substantially identical claims made in GM's district court complaint and GM's FMC Complaint should be heard in the federal court as alleged violations of antitrust and state laws or must be litigated before the Commission as alleged violations of the Shipping Act. (*Id.* at 8 ) The Commission Administrative Law Judge stayed *GM v NYK - FMC* pending federal court answer to this question.

Empire and Hitrinov argue that the factors articulated in *GM v NYK - FMC* clearly favor a stay in this proceeding.

The federal court claim [*Akishev v. Kapustin*] was the first to be filed, and is considerably more advanced than this proceeding. And New Jersey is plainly more convenient to the complainants than Washington D C., as Complainants' counsel is located in the adjacent state of New York (Complainants themselves are necessarily indifferent as they reside in Russia). A stay would not only avoid piecemeal litigation, but also, as discussed next, eliminate the threat of double "jeopardy" Finally, there is evidence from Mr Kapustin that this action was brought for vexatious purposes. Thus, a prudential stay is warranted here.

*Id.* at 8

## DISCUSSION

In appropriate circumstances, the Commission may grant a request to stay a proceeding.

[Title 46 C.F.R. § 502.201(i)], on its face, grants a presiding officer complete discretion in deciding motions pertaining to discovery. Thus, the question of whether to grant a motion for stay of discovery is discretionary, and requires only a balancing of various competing interests. In this regard, the movant must first "make out a clear case of hardship or inequity in being required to go forward, if there is even a fair possibility that the stay for which he prays will work damage to some one else."

*Exclusive Tug Arrangements in Port Canaveral, Florida*, 2002 FMC LEXIS 29, \*5 (FMC 2002).

The Supreme Court stated that "the power to stay proceedings is incidental to the power inherent in every court to control the disposition of the causes on its docket with economy of time and effort for itself, for counsel, and for litigants. How this can best be done calls for the exercise of judgment, which must weigh competing interests and maintain an even balance."

*Id.* at n.4, quoting *Landis v North American Co.*, 299 U.S. 248, 255 (1936). In response to the moving party's argument in *Exclusive Tug* that the two cases were inextricably linked, the Commission noted that "some, but not all, of the parties in both proceedings are the same, and both

proceedings address the assist tug towing franchise system in Port Canaveral. We believe, to the contrary, that the two cases involve distinct issues and are not as intertwined as CPA would have us believe.” *Id.* at \*5-6. The Commission denied the motion to stay *Id.* at \*10

*Akishev v Kapustin*, the New Jersey case that Empire and Hitrinov argue justifies staying this proceeding, alleges that Empire and Hitrinov participated in a scheme engineered by the Kapustin Group to defraud persons in former USSR republics who purchased used cars to be shipped from the United States. Complainants Ovchinnikov, Rzaeva, and Nekipelov are not plaintiffs in the New Jersey case and the New Jersey case is not brought as a class action. The New Jersey Complaint does not allege anything about the Acadia, Jeep, or Mercedes-Benz that Ovchinnikov, Rzaeva, and Nekipelov allege they purchased, and the transportation of those vehicles is not at issue. Therefore, Ovchinnikov, Rzaeva, and Nekipelov will not be awarded any relief in the New Jersey case. The New Jersey Complaint does not allege violations of the Shipping Act, and no New Jersey Plaintiff alleges claims related to the Shipping Act in the section of the Complaint stating factual allegations specific to each Plaintiff. Therefore, claims of violation of the Shipping Act will not be addressed in the New Jersey case. For several of the New Jersey Plaintiffs, there is no allegation that the Plaintiff paid to transport the vehicle at issue by water between the United States and a foreign port. See *Akishev v Kapustin*, No. 13-CV-2479 (SLT) (RER) (D.N.J. Nov. 25, 2013) (complaint filed) (Doc. 1) (*Akishev* (Complaint ¶¶ 82-90); *Zhandos Aliakparov* (Complaint ¶¶ 91-111); *Igor Glazunov and Irina Glazunova* (Complaint ¶¶ 155-181), *Arkady Kolbin* (Complaint ¶¶ 199-223, ¶¶ 203-304 (shipment from Kotka, Finland to Perm, Russia)), *Vladimir Lukyanov* (Complaint ¶¶ 259-268); *Alexander Pukir* (Complaint ¶¶ 296-314).

Even if the New Jersey Complaint alleged violations of the Shipping Act, as recognized by the New Jersey district court in another New Jersey case, the Commission has jurisdiction over violations of the Shipping Act, not the district court. *In re Vehicle Carrier Services Antitrust Litigation*, Master Docket No. 13-3306 (ES) (MDL No. 2471) (D.N.J. Aug. 28, 2015), notice of appeal filed, No. 15-3353 (3d Cir. Sept. 25, 2015). Even if the district court were to make findings on the transportation of the district court Plaintiffs’ vehicles between the United States and Finland, each shipment was a separate transaction, and these findings would not be relevant to the question of whether Shipping Act violations occurred on the shipments of the Acadia, Jeep, or Mercedes-Benz at issue in the FMC Complaint. At the conclusion of the New Jersey case, Complainants would be in exactly the same position they are in now without resolution of any issue relevant to whether Empire and Hitrinov violated the Shipping Act when transporting the Acadia, Jeep, and Mercedes-Benz.

Conversely, the Plaintiffs in the New Jersey case are not Complainants in the Commission proceeding, the Commission proceeding is not brought on their behalf, and the transportation of the vehicles that the New Jersey Plaintiffs allege they purchased is not at issue before the Commission. Therefore, the New Jersey Plaintiffs will not be awarded any relief in the Commission proceeding. The Commission does not have jurisdiction to address the federal and state claims raised in the New Jersey case.



Empire and Hitrinov's contention that "there is evidence from Mr Kapustin that this action was brought for vexatious purposes" is puzzling. If Empire and Hitrinov are referring to this Commission action, Mr Kapustin did not bring the action. The only action brought by Kapustin is the New York case. He also apparently brought the same claims as cross-claims in the New Jersey case. Even if Kapustin brought the New York case and the New Jersey cross-claims "for vexatious purposes," it does not affect the Commission proceeding brought against Empire and Hitrinov by Ovchinnikov, Rzaeva, and Nekipelov – there is no claim that they brought the Commission proceeding for vexatious purposes.

The circumstances in FMC Docket No. 15-08 in which the Administrative Law Judge entered a stay are not comparable to this proceeding. First, the Complainant and the vehicle carrier Respondents in *GM v NYK – FMC* are Plaintiff and Defendants *GM v NYK – EDNY*. The FMC Complainants in this proceeding are not Plaintiffs in *Akishev v Kapustin*. Second, exactly the same conduct is addressed in the *GM v NYK – FMC* and *GM v NYK – EDNY*. The alleged "collusive, secret agreements to fix and increase the prices for vehicle carrier services to and from the United States." *In re Vehicle Carrier Services Antitrust Litigation*, Master Docket No. 13-cv-3306 (ES) (MDL No. 2471), Opinion at 3 (D.N.J. Aug. 28, 2015) (Doc. 275), notice of appeal filed, No. 15-3353 (3d Cir. Sept. 25, 2015). Compare *GM v NYK – FMC*, FMC No. 15-08, Complaint ¶ IV.A (Sept. 2, 2015) (Respondents "conspired and secretly agreed to rig bids, allocate customers, restrain capacity, and to otherwise fix, raise, stabilize, and maintain prices for Vehicle Carrier Services for shipments to and from the United States and elsewhere in the world.") with *GM v NYK – EDNY*, No. 15-cv-03451-KAM-JO, Complaint at ¶ I.1 (E.D.N.Y. June 15, 2015) (Doc. 1) (Defendants "conspired to rig bids, allocate markets, restrain capacity, and to otherwise fix, raise, stabilize, and maintain prices for Vehicle Carrier Services for shipments to and from the United States and elsewhere in the world."). The FMC Complaint in this proceeding and *Akishev v Kapustin* on which Empire and Hitrinov rely challenge different conduct. Compare *Igor Ovchinnikov, Irina Rzaeva, and Denis Nekipelov v Michael Hitrinov a/k/a Michael Khitrinov, Empire United Lines Co., Inc., and Carcont, Ltd.*, FMC No. 15-11, Complaint ¶¶ V.A-E (Nov. 12, 2015) (Complaint filed) (*Ovchinnikov v Empire*) (while operating as an NVOCC transporting Complainants' vehicles, Respondents failed to have a tariff on file, failed to establish, observe, and enforce just and reasonable regulations and practices related to receiving, handling, storing, or delivering property; failed to provide required documents, billed amounts in excess of lawful tariffs, and other violations of the Shipping Act) with *Akishev v Kapustin*, No. 13-CV-2479 (SLT) (RER), Complaint ¶¶ 3-9 (D.N.J. Nov. 25, 2013) (complaint filed) (Doc. 1) (Kapustin Group and FMC Respondents engaged in bait and switch tactics, misrepresentation of odometer readings, false advertising, withholding of vehicle condition and other information, and other acts of fraud while engaged in the sale of used vehicles).

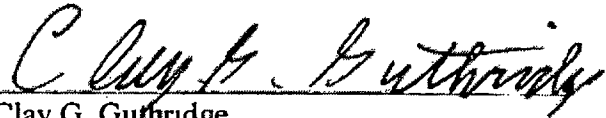
*Ovchinnikov v Empire* and *Akishev v Kapustin* involve distinct issues. Empire and Hitrinov have not met their burden of demonstrating a clear case of hardship or inequity in being required to go forward. Complainants would be harmed by a stay. Therefore, Empire and Hitrinov's motion for stay is denied.

**ORDER**

Upon consideration of the Motion for Stay filed by respondents Empire United Lines Co., Inc., and Michael Hitrinov a/k/a Michael Khitrinov and the record herein, and for the reasons stated above, it is hereby

**ORDERED** that the Motion for Stay be **DENIED** It is

**FURTHER ORDERED**, *sua sponte*, that the time for Respondents to file their answer or answers and respond to the order to show cause be extended to May 4, 2016, and for Complainants to respond extended to May 18, 2016.

  
Clay G Guthridge  
Administrative Law Judge

# **APPENDIX “B”**



# G-Auto Sales, Inc. Договор-Инвойс

[www.GlobalAutoUSA.com](http://www.GlobalAutoUSA.com)

[www.GAUTOUSA.com](http://www.GAUTOUSA.com)

G Auto Sales, Inc.

150-1 Carriage Lane, Delran, NJ 08075

+ 7 (495) 721-8449

+ 7 (812) 336-4264

[kotkacars@gmail.com](mailto:kotkacars@gmail.com)

[cars@globalautousa.com](mailto:cars@globalautousa.com)

Дата: 11/29/2012

Инвойс №: 67936

## Банковские реквизиты:

Название банка: Citizens Bank

Адрес банка: 1 Citizens Drive  
Riverside, RI 02915

## Покупатель.

ФИО: Нургазинов Кайрат

Адрес: PK

[kairat\\_nura@mail.ru](mailto:kairat_nura@mail.ru)

тел. +77771463483

№ счёта: 6236012168

ABA: 036076150

SWIFT CODE: CTZIUS33

Убедительная просьба ко всем клиентам. После перевода денег отправляйте подтверждение (Ваше имя, сумма, номер лота или последние 6 цифр VIN) на e-mail адрес бухгалтерии: [account@globalautousa.com](mailto:account@globalautousa.com)

Перед тем как забирать свой автомобиль, обязательно закажите открепление - сверьтесь с бухгалтерией и сообщите ФИО человека, который будет забирать авто. Без открепления будет взиматься штраф в размере 15 евро.

Кол-во	Лот №	Год	Марка/модель	VIN	Цена за ед.	Сумма
1	15212	2010	Toyota Camry	4T1BE46K19U306703	12900	12900
				deposit	10500	10500
Скидка (если предоставлена)						
Идержки, взимаемые нашим банком за перевод денег						20
Произведена оплата						
ИТОГО:						2420



Майкл Головеря,

Президент компании G Auto Sales, Inc.

1. Предоплата со стороны Покупателя не является окончательной покупкой автомобиля, а гарантирует его бронирование на определенный срок, обговариваемый отдельно.
2. В случае внесенной предоплаты и несвоевременной оплаты полной стоимости автомобиля, компания G Auto Sales, Inc. оставляет за собой право выставить неоплаченный авто на продажу.
3. В случае расторжения договора на приобретение автомобиля со стороны Покупателя, клиент получает кредит с компанией или возврат денежных средств за вычетом 10% от стоимости автомобиля. Возврат производится после продажи автомобиля другому клиенту.
4. Зарезервировав автомобиль на сайте компании G Auto Sales, Inc. Покупатель подтверждает, что ознакомился с правилами оформления сделки купли-продажи автомобиля и согласен с ними.
5. Все банковские затраты и комиссии банков-посредников оплачиваются покупателем.
6. Компания G Auto Sales, Inc. гарантирует легитимность и законность происхождения продаваемых автомобилей.
7. Покупатель должен заказать открепительное удостоверение за 5 рабочих дней в бухгалтерии компании.
8. Клиент обязуется оплатить портовые расходы и расходы по складу в г. Котка.

Благодарим за сотрудничество!

Если у Вас возникли вопросы по оплате, пишите на email: [account@globalautousa.com](mailto:account@globalautousa.com)



# G-Auto Sales, Inc.

[www.GlobalAutoUSA.com](http://www.GlobalAutoUSA.com)

[www.GAUTOUSA.com](http://www.GAUTOUSA.com)

G Auto Sales, Inc.

150-1 Carriage Lane, Delran, NJ 08075

+ 7 (495) 721-8449

+ 7 (812) 338-4264

[kotkacars@gmail.com](mailto:kotkacars@gmail.com)

[cars@globalautousa.com](mailto:cars@globalautousa.com)

Дата: 11/29/2012

Инвойс №: 67936

*ZAKAZ*

*(Handwritten mark)*

## Банковские реквизиты:

Название банка: Citizens Bank

Адрес банка: 1 Citizens Drive  
Riverside, RI 02915

## Покупатель:

ФИО: Нургазинов Кайрат

Адрес: РК

[kairat\\_nura@mail.ru](mailto:kairat_nura@mail.ru)

тел.+77771463483

№ счёта: 6236012168

ABA: 036076150

SWIFT CODE: CTZIUS33

Убедительная просьба ко всем клиентам. После перевода денег отправляйте подтверждение (Ваше имя, сумма, номер лота или последние 6 цифр VIN) на e-mail адрес бухгалтерии: [account@globalautousa.com](mailto:account@globalautousa.com)

Перед тем как забирать свой автомобиль, обязательно закажите открепление - сверьтесь с бухгалтерией и сообщите ФИО человека, который будет забирать авто. Без открепления будет взиматься штраф в размере 15 евро.

Кол-во	Лот №	Год	Марка/модель	VIN	Цена за ед.	Сумма
1	14775	2010	Toyota Camry	4T4BF3EK7AR011494	10900	10900
<i>transferred to lot 15212</i>						<i>VIN# 306703</i>
						<i>\$ 12900</i>

Скидка (если предоставлена)	400
Издержки, взимаемые нашим банком за перевод денег	20
Произведена оплата	
ИТОГО:	10520



*(Handwritten signature)*

Майкл Головеря,

Президент компании G Auto Sales, Inc.

*received \$ 10520 (2168) 12/5/12*

*(16)*

1. Предлагается со стороны Покупателя не являясь ее организатором покупкой автомобиля. Гарантируется о бронировании на определенном сроке. Организаторы отдельно.

В случае возникновения спорных вопросов, связанных с покупкой автомобиля, клиент должен обратиться к организатору, который предоставил информацию о покупке.

В случае возникновения спорных вопросов, связанных с покупкой автомобиля, клиент должен обратиться к организатору, который предоставил информацию о покупке.

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В случае возникновения спорных вопросов, связанных с покупкой автомобиля, клиент должен обратиться к организатору, который предоставил информацию о покупке.

Благодарим за сотрудничество!

Если у Вас возникли вопросы по оплате, пишите на email: [account@globalautousa.com](mailto:account@globalautousa.com)



www.globalautousa.com  
G Auto Sales Inc  
150-1 Carriage Lane Delran, NJ 08071  
+ 7 (195) 721-3440  
+ 7 (612) 336-4364  
mailto:info@globalautousa.com  
cars@globalautousa.com

Дата 11/29/2012  
ИнVOICE № 67936

**Банковские реквизиты**

Название банка. Citizens Bank  
Адрес банка 1 Citizens Drive  
Riverside RI 02915

**Покупатель**

ФИО: Нургазинов Кайрат  
Адрес: РК  
kairat\_nurag@mail.ru  
тел. +77, 71463483

№ счета. 6236012168  
ABA 036076150  
SWIFT CODE CTZIUS33

Убедительная просьба ко всем  
клиентам. После перевода денег  
отправляйте подтверждение  
(Ваше имя, сумма, номер счета  
или последние 6 цифр VIN) на e  
mail адрес бухгалтерии  
account@globalautousa.com

Перед тем как забирать свой  
автомобиль обязательно зажмите  
открепление с веревкой с  
бухгалтерией и сообщите ФИО  
человека, который будет забирать  
авто. Без открепления будет  
взиматься штраф в размере  
15 евро.

Кол-во	Лот №	Год	Марка/модель	VIN	Цена за ед.	Сумма
1	15212	2010	Toyota Camry	4T1BE46K19U306703	12900	12900
				deposit	10500	10500
Скидка (если предоставлена)						
Издержки, взимаемые нашим банком за перевод денег						20
Произведена оплата						
ИТОГО:						2420



Maika Golovtseva  
Президент компании G Auto Sales Inc.

**Благодарим за сотрудничество!**

Если у Вас возникли вопросы по оплате пишите на email: account@globalautousa.com

Contract Invoice

Date 29/11/2012  
Invoice No 67936

Bank essential elements

Bank name Citizens Bank  
1 Citizens Drive  
Riverside, RI 02915

Buyer

Name NURGA/INOV Kairat  
Address Republic of Kazakhstan  
kairat\_nura@mail.ru  
Tel +77/1463483

Account No 6236012148  
ABA 03601189  
SWIFT COD CITIUS33

ask all the clients after transfer of money send please confirmation (your name, sum, lot number of the last 6 numbers of VIN) to e-mail address of the Accounting Office account@globalautosa.com

Before taking of your automobile, order release check with the Accounting Office and inform about the name of the person who will take the auto. Without such release, the penalty in the amount of 15 Euro must be collected.

Q-ty	Lot No	Year	Mark/Model	VIN	Unit price	Sum
1	15212	2010	TOYOT	4T1BF46K19U306703	12900	12900
Deposit					10500	10500
Discount (if any)						
Bank commission for money transfer						20
Payment made						
TOTAL						2420

Michael Golonerya  
President of G-Auto Sales, Inc.  
*signature*

*/Oval stamp of G-Auto Sales Incorporated.*

- 1 Advance payment of the Buyer is not the final purchase of the automobile but guarantees its reservation for a definite time stipulated separately
- 2 In case of advance payment and untimely payment of the full cost of the automobile, G-Auto Sales, Inc. reserves the right to sell such automobile
- 3 In case of termination of the contract for purchase of the automobile by the Buyer, a client gets credit from the company or return of money less 10% of the automobile cost. Such return is made after sale of the automobile to another client.
- 4 Having reserved the automobile on the website of G-Auto Sales, Inc. the Buyer confirms that he is familiarized with the rules of execution of sales/purchase of the automobile and agree with them  
Bank commissions and commissions of bank of intermediaries are paid by the Buyer
- 7 G-Auto Sales, Inc. guarantees legality of the origin of sold automobiles.
- 8 The client undertakes to pay for port costs and warehouse costs in Kotka City

ask your or your cooperation!

If you have any questions on payment write to email account@globalautosa.com

## CERTIFICATE OF ACCURACY

This is to certify that this is a true and correct English translation of the attached copy of the original document.

Made in the City of Almaty Republic of Kazakhstan, on this 29<sup>th</sup> day of February,

2016

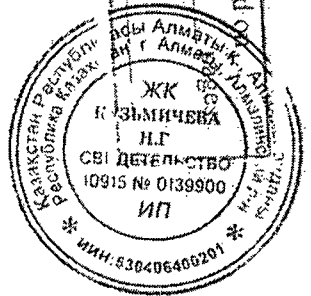
Translator Nadezhda G. Kuzmicheva.

<Round stamp of the translator KUZMICHENKO  
Individual Entrepreneur Certificate Series 10915 No 0139900,  
Almaty City Republic of Kazakhstan \* IIN 530406400201\*>





Numbered and used  
3/8/2002  
Translator





## G-Auto Sales, Inc.

[www.GlobalAutoUSA.co](http://www.GlobalAutoUSA.co)

[www.GAU1001.com](http://www.GAU1001.com)

G Auto Sales, Inc.

150-1 Canage Lane, Delran, NJ, 08075

+ (495) 1-8449

7 (8.2) 235-425

[kotf@ga1001.com](mailto:kotf@ga1001.com)

[info@globalautousa.com](mailto:info@globalautousa.com)

Contract-Invoice

Date 22.08.2012

Invoice No 67779

/Bank essential elements/

Bank name Citizens Bank  
Bank address 1 Citizens Drive  
Riverside, RI 02915

Buyer:  
Name Ovchinnikov gnr  
Address Khanty Mansiysk, Oskaya st 22/7

tel: 29228141265

[Qn-mbler.ru](mailto:Qn-mbler.ru)

[kyrgyz@ga1001.ru](mailto:kyrgyz@ga1001.ru)

Account No 0236012108  
ABA 036076150  
SWIFT CODE CTZIUS33

We ask all the clients, after release of money send please information (your name, turn (to name of the last 8 m. date of birth, e-mail, address of, etc.) to the Office [account@globalautousa.com](mailto:account@globalautousa.com)

Before sending of your application, please check with the Accounting Office and inform about the name of the person who will be the auto, without such release, penalty in the amount of \$5 Euro must be added

Qty	Lot No	Year	Mark/Model	VIN	Unit price	Sum
1	15095	2008	GMC Acadia	1GKLVNE06AJ138200	28900	28900
				deposit	27500	27500
Discount (if any)						
Bank commission for money transfer					20	
Payment made						
TOTAL:						1420



Onal stamp of G-Auto Sales, Inc. is not

Michael Colabrya

President of G-Auto Sales, Inc.

Signature

1. Advance payment of the Buyer is not the free purchase of the automobile and guarantee of release from a self + term + regulation separately
2. In case of advance payment and timely payment of the cost of the automobile, the Sales, Inc. reserves the right to be the automobile
3. In case of termination of the contract for purchase of the automobile by the Buyer, the Buyer gets credit from the company in the form of money less 10% of the automobile cost. Such return is made after sale of the automobile to a third person
4. Having reserved the automobile on the website of G-Auto Sales, Inc. the Buyer confirms that he is familiar with the terms of sale, so if sales/purchase of the automobile and agree with them
5. Bank commissions and commissions of bank of intermediaries are paid by the Buyer
6. G-Auto Sales, Inc. guarantees integrity of the origin of sold automobile
7. The Buyer should to order an absence certificate for 3 days in the company's accounting department
8. The client undertakes to pay for port costs and warehouse costs in Korea

Thank you for your cooperation!

If you have any questions on payment, write to email [account@globalautousa.com](mailto:account@globalautousa.com) or call

CERTIFICATE OF ACCURACY

This is to certify that this is a true and correct English translation of the attached of the original document.

"I Gulbakhor Eshmuratova declare and state under penalty of perjury under the laws of the United States of America that the annexed English translation is a true and accurate of the annexed original Russian language document"

Made in Khanty-Mansiysk, Khanty-Mansi Autonomous okrug-Yugra, Tyumen Russian Federation on this 05<sup>th</sup> day of May 2016

Translator Gulbakhor B. Eshmuratova \_\_\_\_\_

Текст с русского на английский язык перевела  
Эшмуратова Гулбахор Бомуратовна. \_\_\_\_\_



# G-Auto Sales, Inc. Договор-Инвойс

[www.GlobalAutoUSA.com](http://www.GlobalAutoUSA.com)

[www.GAUTOUSA.com](http://www.GAUTOUSA.com)

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+ 7 (812) 336-4264

[kotkacars@gmail.com](mailto:kotkacars@gmail.com)

[cars@globalautousa.com](http://cars@globalautousa.com)

Дата: 8/22/2012

Инвойс №: 67779

## Банковские реквизиты:

Название банка. Citizens Bank

Адрес банка. 1 Citizens Drive  
Riverside, RI 02915

## Покупатель.

ФИО: Овчинников И.Ю.

Адрес: г Ханты-Мансийск ул. Обская, д.22 кв.7

Телефон: +79028141265

[oiur@rambler.ru](mailto:oiur@rambler.ru)

[ovigur@mail.ru](mailto:ovigur@mail.ru)

№ счёта: 6236012168

ABA: 036076150

SWIFT CODE: CTZIUS33

Убедительная просьба ко всем клиентам. После перевода денег отправляйте подтверждение (Ваше имя, сумма, номер лота или последние 6 цифр VIN) на e-mail адрес бухгалтерии: [account@globalautousa.com](mailto:account@globalautousa.com)

Перед тем как забирать свой автомобиль, обязательно закажите открепление сверьтесь с бухгалтерией и сообщите ФИО человека, который будет забирать авто. Без открепления будет взиматься штраф в размере 15 евро.

Кол-во	Лот №	Год	Марка/модель	VIN	Цена за ед.	Сумма
1	15095	2009	GMC Acadia	1GKLVNED6AJ138200	28900	28900
				deposit	27500	27500
Скидка (если предоставлена)						
Издержки, взимаемые нашим банком за перевод денег						20
Произведена оплата						
ИТОГО:						1420



Майкл Головеря,  
Президент компании G Auto Sales, Inc.

1. Предоплата со стороны Покупателя не является окончательной покупкой автомобиля, а гарантирует его бронирование на определенный срок обговариваемый отдельно.
2. В случае внесенной предоплаты и несвоевременной доплаты полной стоимости автомобиля, компания G Auto Sales, Inc. оставляет за собой право выставить неоплаченный авто на продажу.
3. В случае расторжения договора на приобретение автомобиля со стороны Покупателя клиент получает кредит с компанией или возврат денежных средств за вычетом 10% от стоимости автомобиля. Возврат производится после продажи автомобиля другому клиенту.
4. Зарезервировав автомобиль на сайте компании G Auto Sales, Inc. Покупатель подтверждает, что ознакомился с правилами оформления сделки купли-продажи автомобиля и согласен с ними.
5. Все банковские затраты и комиссии бнков-посредников оплачиваются покупателем.
6. Компания G Auto Sales, Inc. гарантирует легитимность и законность происхождения продаваемых автомобилей.
7. Покупатель должен заказать открепительное удостоверение за 5 рабочих дней в бухгалтерии компании.
8. Клиент обязуется оплатить портовые расходы и расходы по складу в г. Котка

Благодарим за сотрудничество!

Если у Вас возникли вопросы по оплате пишите на email: [account@globalautousa.com](mailto:account@globalautousa.com)



# G-Auto Sales, Inc.

Договор-Инвойс

[www.GlobalAutoUSA.com](http://www.GlobalAutoUSA.com)

[www.GAUTOUSA.com](http://www.GAUTOUSA.com)

G Auto Sales, Inc.

150-1 Carriage Lane, Delran, NJ 08075

+ 7 (495) 721-8449

+ 7 (812) 336-4264

[kotkacars@gmail.com](mailto:kotkacars@gmail.com)

[cars@globalautousa.com](mailto:cars@globalautousa.com)

Дата: 8/22/2012

Инвойс №: 67779

*ZADAZ* (L)

## Банковские реквизиты:

Название банка: Citizens Bank

Адрес банка: 1 Citizens Drive  
Riverside, RI 02915

## Покупатель:

ФИО: Овчинников И.Ю.

Адрес: г Ханты-Мансийск ул. Обская, д.22 кв.7

Телефон: +79028141265

[olur@rambler.ru](mailto:olur@rambler.ru)

№ счёта: 6236012168

ABA: 036076150

SWIFT CODE: CTZIUS33

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Кол-во	Лот №	Год	Марка/модель	VIN	Цена за ед.	Сумма
1	3179	2012	GMC Acadia	1GKKVRED7CJ311860	\$19900	\$19900
<i>transferred to lot 15095 VIN # 138200</i>						<i>\$28900</i>

Скидка (если предоставлена)

Издержки, взимаемые нашим банком за перевод денег

Произведена оплата

ИТОГО: 19920



*[Signature]*

Майкл Головеря,

Президент компании G Auto Sales, Inc.

(35)

1. Предоплата со стороны Покупателя не является окончательной покупкой автомобиля, а гарантирует его бронирование на определенный срок, обговариваемый отдельно.
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3. В случае расторжения договора на приобретение автомобиля со стороны Покупателя, клиент получает кредит с компанией или возврат денежных средств за вычетом 10% от стоимости автомобиля. Возврат производится после продажи автомобиля другому клиенту.
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6. Компания G Auto Sales, Inc. гарантирует легитимность и законность происхождения продаваемых автомобилей.
7. Покупатель должен заказать открепительное удостоверение за 5 рабочих дней в бухгалтерии компании.
8. Клиент обязуется оплатить портовые расходы и расходы по складу в г. Кота

*received \$19900 (2168) 8/23/12*

*received \$1620 (2168) 10/2/12*

*received \$1420 (2168) 10/18/12*

Благодарим за сотрудничество!

Если у Вас возникли вопросы по оплате, пишите на email: [account@globalautousa.com](mailto:account@globalautousa.com)

Если у Вас возникли вопросы по оплате, пишите на email: [account@globalautousa.com](mailto:account@globalautousa.com)

On the letterhead of G-Auto Sales, Inc./

## CONTRACT-INVOICE

Date: 05.10.2012

Invoice No: 98324

## BANK ESSENTIAL ELEMENTS:

Bankname: Citizens Bank

Bank address: Citizens Drive

Riverside, RI 029

BUYER: RZAEVA IRINA VLADIMIROVNA

Russia, Syktyvkar,

Address 18 Sorvacheva str Apt. 1

Account No: 6236012168

ABA: 036076150

SWIFT CODE: CTZIUS33

We ask all the clients after transfer of money send, please, confirmation (your name, sum, lot number of last 6 numbers of VIN) to the e-mail address of the accounting office:  
account@globalautousa.com

Before taking of your automobile, order release-check with the accounting office and inform about the name of the person who will take the auto. Without such release the penalty in the amount of 15 Euro must be collected.

Q-ty	Lot #	Year	VIN	Unitprice	Sum
1	15064	2011	1J4NFSFB7BD282296	\$15 900	\$15 900
Discount (if any)					
Bank commission for money transfer					\$20
Payment made					
Total:					\$15 920

/Signature/

Michael Goloverya,

President of G-Auto Sales, Inc.

/Oval stamp of G-Auto, Inc.

- 1 Advance payment of the buyer is not the final purchase of the automobile, but guarantees it's reservation for the definite term stipulated separately
2. In case of advance payment and untimely payment of the full cost of the automobile, G-Auto Sales Inc. reserves the right to sell such automobile
- 3 In case of termination of the contract for purchase of the automobile by the buyer, a client gets credit from the company or return of money less 10% of the automobile cost. Such return is made after sale of the automobile to another client.
- 4 Having reserved the automobile on the web site of G-Auto Sales, Inc. the Buyer confirms that he is familiarized with the rules of execution of sales/purchase of the automobile and agree with them.
5. Bank commissions and commissions of bank intermediaries are paid by the Buyer.
6. G-Auto Sales, Inc., guarantees legality of the origin of sold automobiles
- 7 The client undertakes to pay for the port costs and warehouse costs in Kotka City

Thank you for your cooperation!

If you have any questions on payment, write to email:  
account@globalautousa.com

End of Translation

"I, Евгений Францевич Кузнецов declare and state under penalty of perjury under the laws of the United States of America that the annexed English translation is a true and accurate translation of the annexed original Russian language document."

Город Сыктывкар Республика Коми, тринадцатого апреля две тысячи шестнадцатого года.

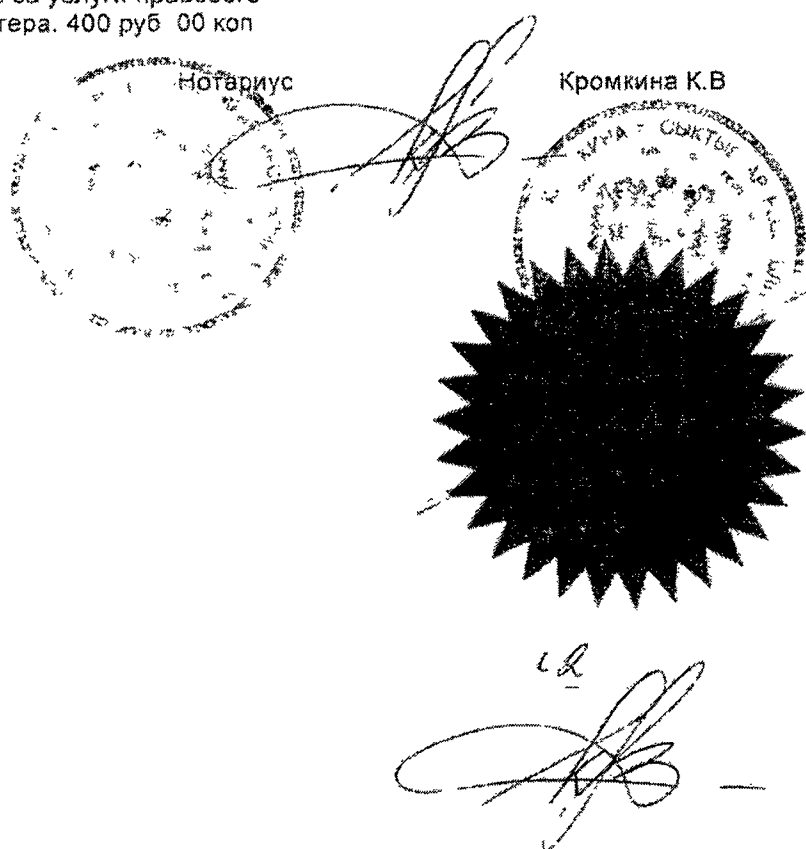
— — Барбоновой Екатерина Николаевна Бар —

Город Сыктывкар, Республика Коми  
Тринадцатого апреля две тысячи шестнадцатого года.

Я, Кромкина Ксения Васильевна нотариус Сыктывкарского нотариального округа Республики Коми свидетельствую подлинность подписи, сделанной переводчиком с русского языка на английский язык Барбоновой Екатериной Николаевной в моем присутствии. Личность ее установлена.

Зарегистрировано в реестре за № 2Г-1069

Взыскано по тарифу: 500 руб. 00 коп  
В том числе взыскано за услуги правового  
и технического характера: 400 руб. 00 коп







# G-Auto Sales, Inc.

## Договор-Инвойс

[www.GlobalAutoUSA.com](http://www.GlobalAutoUSA.com)

[www.GAUTOUSA.com](http://www.GAUTOUSA.com)

G Auto Sales, Inc.

150-1 Carriage Lane, Delran, NJ 08075

+ 7 (495) 721-8449

+ 7 (812) 336-4264

[sales@globalautousa.com](mailto:sales@globalautousa.com)

[cars@globalautousa.com](mailto:cars@globalautousa.com)

Дата: 24/10/2012

Инвойс №: W4722

### Банковские реквизиты:

Название банка: Citizens Bank  
Адрес банка: 1 Citizens Drive  
Riverside, RI 02915

### Покупатель:

ФИО: Некипелов Денис Николаевич  
Адрес: СПб пр-т Наставников 45-1-183

9112717070

[nekipelov@inbox.ru](mailto:nekipelov@inbox.ru)

№ счёта: 6236012168

ABA: 036076150

SWIFT CODE: CTZIUS33

Убедительная просьба ко всем клиентам! После перевода денег отправляйте подтверждение (Ваше имя, сумма, номер лота или последние 6 цифр VIN) на e-mail адрес бухгалтерии: [account@globalautousa.com](mailto:account@globalautousa.com)

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Кол-во	Лот №	Год	Марка/модель	VIN	Цена за ед.	Сумма
1	14653	2009	Mercedes-Benz C300	WDDGF81X49R073295	19.900	19 900
Скидка (если предоставлена)						
Исдержки, взимаемые нашим банком за перевод денег						20
Произведена оплата						
ИТОГО:						19,920



Майкл Головеря,  
Президент компании G Auto Sales, Inc.

1. Предоплата со стороны Покупателя не является окончательной покупкой автомобиля, а гарантирует его бронирование на определенный срок, обговариваемый отдельно.
2. В случае внесённой предоплаты и несвоевременной оплаты полной стоимости автомобиля компания G Auto Sales Inc оставляет за собой право выставить неоплаченный авто на продажу.
3. В случае расторжения договора на приобретение автомобиля со стороны Покупателя, клиент получает кредит с компанией или возврат денежных средств за вычетом 10% от стоимости автомобиля. Возврат производится после продажи автомобиля другому клиенту.
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5. Все банковские затраты и комиссии банков-посредников оплачиваются покупателем.
6. Компания G Auto Sales, Inc. гарантирует легитимность и законность происхождения продаваемых автомобилей.
7. Клиент обязуется оплатить портовые сборы и расходы по складу в г. Котка.
8. Покупатель должен заказать открепительное удостоверение за 5 рабочих дней в бухгалтерии компании.

### Благодарим за сотрудничество!

Если у Вас возникли вопросы по оплате, пишите на email: [account@globalautousa.com](mailto:account@globalautousa.com)



# G-Auto Sales, Inc.

[www.GlobalAutoUSA.com](http://www.GlobalAutoUSA.com)

[www.GAUTOUSA.com](http://www.GAUTOUSA.com)

G Auto Sales, Inc.

150-1 Carriage Lane, Delran, NJ 08075

+ 7 (495) 721-8449

+ 7 (812) 336-4264

[sales@globalautousa.com](mailto:sales@globalautousa.com)

[cars@globalautousa.com](mailto:cars@globalautousa.com)

Дата: 24/10/2012

Инавойс №: W4722

(Z)

## Банковские реквизиты:

Название банка: Citizens Bank

Адрес банка: 1 Citizens Drive

Riverside, RI 02915

## Покупатель:

ФИО: Некипелов Денис Николаевич

Адрес: СПб пр-т Наставников 45-1-183

9112717070

[nekipelov@inbox.ru](mailto:nekipelov@inbox.ru)

№ счёта: 6236012168

ABA: 036076150

SWIFT CODE: CTZIUS33

Убедительная просьба ко всем клиентам. После перевода денег отправляйте подтверждение (Ваше имя, сумма, номер лота или последние 6 цифр VIN) на e-mail адрес бухгалтерии: [account@globalautousa.com](mailto:account@globalautousa.com)

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Кол-во	Лот №	Год	Марка/модель	VIN	Цена за ед.	Сумма
1	14653	2009	Mercedes-Benz C300	WDDGF81X49R073295	19,900	
Скидка (если предоставлена)						
Издержки, взимаемые нашим банком за перевод денег						20
Произведена оплата						
ИТОГО:						19,920



*(Signature)*

Майкл Головеря,

Президент компании G Auto Sales, Inc.

Received # 19900 (2168) 10/25/12

30

Благодарим за сотрудничество!

Если у Вас возникли вопросы по оплате, пишите на email: [account@globalautousa.com](mailto:account@globalautousa.com)

released lot 14653 vin # 073295 12/10/12

# **APPENDIX “C”**

----- Instance Type and Transmission -----  
Notification (Transmission) of Original sent to SWIFT (ACK)  
Network Delivery Status      Network Ack  
Priority/Delivery              Normal  
Message Input Reference      1535 121018KHANRUMMAXXX4774638811  
----- Message Header -----  
Swift Input      FIN 103 Single Customer Credit Transfer  
Sender      . KHANRUMMAXX  
            BANK OF KHANTY-MANSIYSK OAO  
            KHANTY-MANSIYSK RU  
Receiver      . CHASUS33XXX  
            JPMORGAN CHASE BANK, N A.  
            NEW YORK,NY US  
----- Message Text -----  
20 Sender s Reference  
    181012HMB0000003  
23B Bank Operation Code  
    CRED  
32A Val Dte/Curr/Interbnk Settl'd Amt  
    Date              . 18 October 2012  
    Currency              . USD (US DOLLAR)  
    Amount                      #1420,#  
33B Currency/Instructed Amount  
    Currency              . USD (US DOLLAR)  
    Amount                      #1420,#  
50F Ordering Customer - ID  
    CCPT/RU/6702696220  
    1/OVCHINNIKOV IGOR YUREVICH  
    2/OBSKAYA UL 22, 7  
    3/RU/KHANTY-MANSIYSK  
57A Account With Institution - FI BIC  
    CTZIUS33XXX  
    RBS CITIZENS, NA  
    PROVIDENCE,RI US  
59: Beneficiary Customer-Name & Addr  
    /6236012168  
    G AUTO SALES INC  
    CARRIAGE LANE,DELRAN,NJ 08075,USA  
70 Remittance Information  
    PAYMENT INVOICE 67779 DD 22/08/2012  
71A Details of Charges  
    OUR

Notification (Transmission) of Original sent to SWIFT (ACK)  
Network Delivery Status : Network Ack  
Priority/Delivery Normal  
Message Input Reference 1546 120823KHANRUMMAXX4730622461

----- Message Header -----  
Swift Input : FIN 103 Single Customer Credit Transfer  
Sender KHANRUMMAXX  
BANK OF KHANTY-MANSIYSK OAO  
KHANTY-MANSIYSK RU  
Receiver CHASUS33XXX  
JPMORGAN CHASE BANK, N.A.  
NEW YORK, NY US

----- Message Text -----  
20 Sender's Reference  
120823HMB0000005  
23B Bank Operation Code  
CRED  
32A Val Dte/Curr/Interbnk Settl'd Amt  
Date 23 August 2012  
Currency USD (US DOLLAR)  
Amount \$19920.00  
33B Currency/ Instructed Amount  
Currency USD (US DOLLAR)  
Amount \$19920.00  
50F Ordering Customer - ID  
CCPT/RU/6702696220  
1/OVCHINNIKOV IGOR YUREVICH  
2/OBSKAYA UL 22, 7  
3/RU/KHANTY-MANSIYSK  
57A. Account With Institution - FI BIC  
CTZIUS33XXX  
PBS CITIZENS, NA  
PROVIDENCE, RI US  
59 Beneficiary Customer-Name & Addr  
/6236012166  
G-Auto Sales, Inc,  
150-1 Carriage Lane, Derlan,  
NJ 08075, USA  
70 Remittance Information  
PAYMENT FOR INVOICE 67779  
DD. 2012/22/08 FOR AUTO GMC Acadia  
VIN 1GKKURED7CJ311360  
71A Details of Charges  
OUR

----- Message Trailer -----  
{CHK:7CE298E629AE}  
PKI Signature MAC-Equivalent  
----- Interventions -----  
Category Network Report  
Creation Time 23/08/12 15 45 18  
Application SWIFT Interface  
Operator SYSTEM  
Text  
{1 F21KHANRUMMAXX4730622461}{4 {177 1208231546}{451 0}}

----- Instance Type and Transmission -----  
Notification (Transmission) of Original sent to SWIFT (ACK)  
Network Delivery Status : Network Ack  
Priority/Delivery : Normal  
Message Input Reference : 1616 121002KHANRUMMAXXX4762634046  
----- Message Header -----  
Swift Input : FIN 103 Single Customer Credit Transfer  
Sender : KHANRUMMAXX  
BANK OF KHANTY-MANSIYSK OAO  
KHANTY-MANSIYSK RU  
Receiver : CHASUS33XXX  
JPMORGAN CHASE BANK, N.A.  
NEW YORK, NY US  
----- Message Text -----  
20. Sender's Reference  
021012HMB0000006  
23B Bank Operation Code  
CRED  
32A Val Dte/Curr/Interbnk Settl'd Amt  
Date : 02 October 2012  
Currency : USD (US DOLLAR)  
Amount : #7620,#  
33B Currency/Instructed Amount  
Currency : USD (US DOLLAR)  
Amount : #7620,#  
50F Ordering Customer - ID  
CCPT/RU/6702696220  
1/OVCHINNIKOV IGOR YUREVICH  
2/OBSKAYA UL 22, 7  
3/RU/KHANTY-MANSIYSK  
57A Account With Institution - FI BIC  
CTZIUS33XXX  
RBS CITIZENS, NA  
PROVIDENCE, RI US  
59: Beneficiary Customer-Name & Addr  
/6236012168  
G-AUTO SALES, INC  
150-1 Carriage Lane, Derlan, NJ 080  
75 USA  
70 Remittance Information  
PAYMENT FOR INVOICE 67779  
in 2012/22/08 za AVTO GMC Acadia  
VIN 1GKEV33D49J165908  
71A Details of Charges  
OUR

0401067

## БАНКОВСКИЙ ОРДЕР N 25

08 октября 2012 г.

Дата

Сумма прописью	Четыреста девяносто три тысячи сто двенадцать руб 45 коп (15920,00 USD)		Вид оп.	17
Платательщик	Сч N	493112-45	Очер. плат	Сумма
РЗАЕВА ВЛАДИМИРОВНА	ИРИНА			
42307840228003800098				
Получатель	Сч N			
ОАО "Сбербанк России" Филиал ОАО «Сбербанк России» Отделение № 8617 Дополнительный офис №8617/043 Отделения №8617 "Сбербанк России"	30220840928000002000			
Назначение платежа				

Списание на основании перевода в другое учреждение банка  
Перевод в CITIZENS BANK UNITED STATES 1 CITIZENS DRIVE  
RIVERSIDE, RI 02915 счет № 6236012168, получатель/G-AUTO  
SALES, INC

Отметка банка

Подпись клиента (получателя ценностей)

Бухгалтерский работник.

МАСЛОВА О.М.

ОАО "Сбербанк России"

PAYMENT ORDER # 25  
DATEOCTOBER 8<sup>TH</sup> 2012

AMOUNT IN WRITING	Four hundred and ninety three thousand one hundred and twelve rubles forty-five kopeks (15920.00 USD)	Form of payment	17
Ordering customer	Account number	Amount	
RZAEVA IRINA VLADIMIROVNA	42307840228003800098	493112-45	15920 USD
Recipient	Account number		
OJSC "Sberbank of Russia" Branch of OJSC "Sberbank of Russia" Branch bank №8617 Additional office №8617 / 043 Branch №8617 of OJSC "Sberbank of Russia"	30220840928000002000		
Purpose of payment			
Write off based on a transfer to another banking institution Transfer to CITIZENS BANK UNITED STATES 1 CITIZENS DRIVE RIVERSIDE, RI 02915, ACCOUNT #6236012168 BENIFICIARY- G-AUTO SALES INC.		Bank references	

Customer initial: / signature /

Accountant: MASLOVA O.M. / signature /

/RECTANGULAR STAMP "PAYMENT COMPLETED"/

End of Translation

"I, Евгений Владимирович Маслова declare and state under penalty of perjury under the laws of the United States of America that the annexed English translation is a true and accurate translation of the annexed original Russian language document."





Account: 6236012168 - G Auto Sales INC

Processed on: 10/25/2012

Transaction Type: Wire Transfer In

BAI Code: 195 - Incoming Money Transfer

Bank Ref Number:

Customer Ref Number:

Date: 10/25/2012

Amount Credited: \$19,900.00

Description:

FED NO: 1025B1QGC05C00088510250801FT03 SENDER BNK: JPMORGAN CHASE BANK, NA SENDER ADDRESS  
NEW YORK, NY SENDER ID: 021000021 ORG ID: 42301840600470205265 ORG NAME: NEKIPELOV DENIS  
NIKOLAEVICH ORG ADDRESS: PAS8704975506 RUSSIA SANKT-PETERBURG PR NASTAVNIKOV 45/1-183 ORG FI  
ID: 021000021 ORG FI: JPMORGAN CHASE BANK, NA ORG FI ADDRESS: NEW YORK, NY BNF ID: 6236012168 BNF  
NAME: G AUTO SALES INC BNF ADDRESS: 150 CARRIAGE LN # 1 DELRAN NJ 08075 OBI: PAYMENT FOR  
AUTOMOBILE RFB(ORF): SWF OF 12/10/25 RFB(SRF): 5013400299JS

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# **APPENDIX “D”**

[\[Print\]](#)**Shipment Information**

**Filer ID** 113154282  
**Shipment Reference Number** 038EUL1046438  
**ITN:** XZ0121218003923  
**Current Date/Time:** Thu Apr 28 '14 18:28 2016 EDT

**Departure Date** 12/22/13  
**Transportation Reference Number** 104214  
**Origin State** NEW YORK (NY)  
**Country of Dest.** FINLAND (FI)  
**Export Port** NEW YORK, NY (1001)  
**Unloading Port** KOTKA, FINLAND (40549)  
**Mode of Transportation** VESSEL (10)  
**Carrier SCAC/IATA** UNKNOWN CARRIER (UNKN)

**Conveyance Name** KAETHE C. RICKMERS 1250

**Routed Transaction?** No  
**Related Companies?** No  
**Hazardous?** No

**USPPI**

**Name** GLOBAL AUTO INC.  
**ID Number** 223673425 (EIN)  
**Contact** SERGEY SERGEY  
**Phone** 9083515888  
**Cargo Origin** 150-1 CARRIAGE LANE  
 DELRAN, NJ 08075

**Ultimate Consignee**

**Name** CARCONT LTD  
**Consignee Type** ()  
**Contact**  
**Phone** 35852604722  
**Address** MERITUULENTIE 424  
 KOTKA, FI 48310

**Freight Forwarder**

**Name** EMPIRE UNITED LINES  
**ID Number** 113154282 (EIN)  
**Contact** MICHAEL HITRINOV  
**Phone** 7189986900  
**Address** 2303 CONEY ISLAND AVE  
 BROOKLYN, NY 11223 US

**Commodities**

**Item EIC Schedule B/HTS/Description**

1 OS 8703900000  
2010 GMC ACADIA SLT-2

**License Details**

License Type: NLR NO LICENSE REQUIRED, OR ONLY CONTROLLED FOR  
ANTI-TERRORISM (AT) (C33)

**Used Vehicle Details**

Vehicle ID: 1GKLVNED6AJ138200  
 ID Type: Product ID  
 Vehicle Title:  
 Vehicle State

2 OS 8703900000  
2010 ACURA RDX

**License Details**

License Type: NLR NO LICENSE REQUIRED, OR ONLY CONTROLLED FOR  
ANTI-TERRORISM (AT) (C33)

**Used Vehicle Details**

Vehicle ID: 5J8TB2H29AA000682  
 ID Type: Product ID  
 Vehicle Title:  
 Vehicle State

Qty	Gross Wt.	Value	Origin	License	Vehicle
1 NO	2160 KG	\$ 27700 D	C33	Yes	

1 NO	1652 KG	\$ 21400 D	C33	Yes	
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**Equipment**

**Equipment Number**  
 TCNU8761450

**Seal Number**  
 7876388

(Print)

## Shipment Information

Filer ID 113154282  
 Shipment Reference Number 038EUL1039353  
 ITN: X20121108005351  
 Current Date/Time: 11/10/2016 14:22:47 2016 EDT

Departure Date 11/13/12  
 Transportation Reference Number 103783  
 Origin State NEW YORK (NY)  
 Country of Dest. FINLAND (FI)  
 Export Port NEW YORK, NY (1001)  
 Unloading Port KOTKA, FINLAND (40549)  
 Mode of Transportation VESSEL (10)  
 Carrier SCAC/TATA UNKNOWN CARRIER (UNKN)

## USPPI

Name GLOBAL AUTO INC.  
 ID Number 223673425 (EIN)  
 Contact SERGEY SERGEY  
 Phone 9083515888  
 Cargo Origin 150-1 CARRIAGE LANE  
 DELRAN, NJ 08075

## Ultimate Consignee

Name CARCONT LTD  
 Consignee Type ()  
 Contact  
 Phone 35852604722  
 Address MERITUULENTIE 424  
 KOTKA, FI 48310

Conveyance Name KAETHE C. RICKMERS 1245  
 Routed Transaction? No  
 Related Companies? No  
 Hazardous? No

## Freight Forwarder

Name EMPIRE UNITED LINES  
 ID Number 113154282 (EIN)  
 Contact MICHAEL HITRINOV  
 Phone 7189986900  
 Address 2303 CONEY ISLAND AVE  
 BROOKLYN, NY 11223 US

## Commodities

Item EIC Schedule B/HTS/Description

1 OS 8703900000  
 2009 VOLKSWAGEN TIGUAN

## License Details

License Type: NLR NO LICENSE REQUIRED, OR ONLY CONTROLLED FOR  
 ANTI-TERRORISM (AT) (C33)

## Used Vehicle Details

Vehicle ID: WVGBV75N29W525297  
 ID Type: Product ID  
 Vehicle Title:  
 Vehicle State

2 OS 8703900000  
 2011 JEEP COMPASS

## License Details

License Type: NLR NO LICENSE REQUIRED, OR ONLY CONTROLLED FOR  
 ANTI-TERRORISM (AT) (C33)

## Used Vehicle Details

Vehicle ID: 1J4NF5FB78D282296  
 ID Type: Product ID  
 Vehicle Title:  
 Vehicle State

3 OS 8703900000  
 2009 MERCEDES-BENZ C300

## License Details

License Type: NLR NO LICENSE REQUIRED, OR ONLY CONTROLLED FOR  
 ANTI-TERRORISM (AT) (C33)

## Used Vehicle Details

Vehicle ID: WDDGF81X49R073295  
 ID Type: Product ID  
 Vehicle Title:  
 Vehicle State

Qty Gross Wt. Value Origin License Vehicle  
 1 NO 1521 KG \$ 15888 D C33 Yes

1 NO 1774 KG \$ 10600 D C33 Yes

1 NO 1523 KG \$ 20800 D C33 Yes

## Equipment

Equipment Number  
 TGHU8737440

Seal Number  
 7876117

[\[Print\]](#)

## Shipment Information

Filer ID 113154282  
 Shipment Reference Number 038EUL1039353  
 ITN. X20121108005351  
 Current Date/Time: THU Apr 28 14:22:47 2016 EDT

## Departure Date

11/13/12  
 Transportation Reference Number 103783  
 Origin State NEW YORK (NY)  
 Country of Dest. FINLAND (FI)  
 Export Port NEW YORK, NY (1001)  
 Unloading Port KOTKA, FINLAND (40549)  
 Mode of Transportation VESSEL (10)  
 Carrier SCAC/IATA UNKNOWN CARRIER (UNKN)  
 Conveyance Name KAETHE C. RICKMERS 1245  
 Routed Transaction? No  
 Related Companies? No  
 Hazardous? No

## USPPI

Name GLOBAL AUTO INC.  
 ID Number 223673425 (EIN)  
 Contact SERGEY SERGEY  
 Phone 9083515888  
 Cargo Origin 150-1 CARRIAGE LANE  
 DELRAN, NJ 08075

## Ultimate Consignee

Name CARCONT LTD  
 Consignee Type ()  
 Contact  
 Phone 35852604722  
 Address MERITUULENTIE 424  
 KOTKA, FI 48310

## Freight Forwarder

Name EMPIRE UNITED LINES  
 ID Number 113154282 (EIN)  
 Contact MICHAEL HITRINOV  
 Phone 7189986900  
 Address 2303 CONEY ISLAND AVE  
 BROOKLYN, NY 11223 US

## Commodities

Item EIC Schedule B/HTS/Description

1 OS 8703900000  
 2009 VOLKSWAGEN TIGUAN

## License Details

License Type: NLR NO LICENSE REQUIRED, OR ONLY CONTROLLED FOR  
 ANTI-TERRORISM (AT) (C33)

## Used Vehicle Details

Vehicle ID: WVGBV75N29W525297  
 ID Type: Product ID  
 Vehicle Title:  
 Vehicle State

Qty Gross Wt. Value Origin License Vehicle  
 1 NO 1521 KG \$ 15888 D C33 Yes

2 OS 8703900000  
 2011 JEEP COMPASS

## License Details

License Type: NLR NO LICENSE REQUIRED, OR ONLY CONTROLLED FOR  
 ANTI-TERRORISM (AT) (C33)

## Used Vehicle Details

Vehicle ID: 1J4NF5FB7BD282296  
 ID Type: Product ID  
 Vehicle Title:  
 Vehicle State

1 NO 1774 KG \$ 10600 D C33 Yes

3 OS 8703900000  
 2009 MERCEDES-BENZ C300

## License Details

License Type: NLR NO LICENSE REQUIRED, OR ONLY CONTROLLED FOR  
 ANTI TERRORISM (AT) (C33)

## Used Vehicle Details

Vehicle ID: WDDGF81X49R073295  
 ID Type: Product ID  
 Vehicle Title:  
 Vehicle State

1 NO 1523 KG \$ 20800 D C33 Yes

## Equipment

Equipment Number  
 TGHU8737440

## Seal Number

7876117

(Print)

## Shipment Information

Filler ID 113154282  
 Shipment Reference Number 038EUL1045297-2  
 ITN: X20130103022095  
 Current Date/Time: Thu Apr 28 14:50:45 2016 EDT

Departure Date 01/11/18  
 Transportation Reference Number 104452  
 Origin State NEW YORK (NY)  
 Country of Dest. FINLAND (FI)  
 Export Port NEW YORK, NY (1001)  
 Unloading Port KOTKA, FINLAND (40549)  
 Mode of Transportation VESSEL (10)  
 Carrier SCAC/IATA UNKNOWN CARRIER (UNKN)  
 Conveyance Name MSC SARAH NU301R  
 Routed Transaction? No  
 Related Companies? No  
 Hazardous? No

## USPPI

Name GLOBAL AUTO INC.  
 ID Number 223673425 (EIN)  
 Contact SERGEY SERGEY  
 Phone 9083515888  
 Cargo Origin 150-1 CARRIAGE LANE  
 DELRAN, NJ 08075

## Ultimate Consignee

Name CARCONT LTD  
 Consignee Type ()  
 Contact  
 Phone 35852604722  
 Address MERITUULENTIE 424  
 KOTKA, FI 48310

## Freight Forwarder

Name EMPIRE UNITED LINES  
 ID Number 113154282 (EIN)  
 Contact MICHAEL HITRINOV  
 Phone 7189986900  
 Address 2303 CONEY ISLAND AVE  
 BROOKLYN, NY 11223 US

## Commodities

## Item EIC Schedule B/HTS/Description

1 OS 8703900000  
 2009 TOYOTA PRIUS

## License Details

License Type: NLR NO LICENSE REQUIRED, OR ONLY CONTROLLED FOR ANTI-TERRORISM (AT) (C33)

## Used Vehicle Details

Vehicle ID: JTDKB20U897858466  
 ID Type: Product ID  
 Vehicle Title:  
 Vehicle State

2 OS 8703900000  
 2009 TOYOTA CAMRY

## License Details

License Type: NLR NO LICENSE REQUIRED, OR ONLY CONTROLLED FOR ANTI-TERRORISM (AT) (C33)

## Used Vehicle Details

Vehicle ID: 4T1BE46K19U306703  
 ID Type: Product ID  
 Vehicle Title:  
 Vehicle State

Qty	Gross Wt.	Value	Origin	License	Vehicle
1 NO	1523 KG	\$ 12197	D	C33	Yes

1 NO	1658 KG	\$ 9905	D	C33	Yes
------	---------	---------	---	-----	-----

## Equipment

## Equipment Number

TCKU9873233



## Seal Number

7876363




# **APPENDIX “E”**


See website for large version of the reverse | Ver página Web para términos y condiciones | Смотреть веб-сайт для ознакомления с обратной стороной | 请参阅网站的放大版背面。 | www.mscmedshippco.com

 <b>MEDITERRANEAN SHIPPING COMPANY S.A.</b> Website: www.mscmedshippco.com SCAC Code MSCU		<b>BILL OF LADING No. MSCUAR381789</b> <b>NON-NEGOTIABLE COPY</b> <small>"Port-to-Port" or "Combined Transport" (see Clause 1)</small> NO. & SEQUENCE OF ORIGINAL B/L's 0 OF ONE NO. OF RIDER PAGES 0	
<b>SHIPPER:</b> EMPIRE UNITED LINE 2303 CONEY ISLAND AVE BROOKLYN, NY 11223 TEL: 718-698-6900		<b>FORWARDING AGENT</b>	
<b>CONSIGNEE:</b> This B/L is not negotiable unless marked "To Order / To Order of..." here. CARCONT LTD MERITULLENTIE 424, 48310 KOTKA, FINLAND TEL: +358 5 260 47 22/ FAX: +358 5 260 47 55		<b>CARRIER'S AGENTS ENDORSEMENTS:</b> (Include Agent(s) at POD) <small>WRITER CLAUSE: CARRIER HAS NO LIABILITY OR RESPONSIBILITY WHATSOEVER FOR TOTAL LOSS OR DAMAGE TO THE GOODS BY REASON OF NATURAL VARIATIONS IN ATMOSPHERIC TEMPERATURES DURING THE VENTURE PERIOD, AND/OR CAUSED BY IMMEDIATE PACKING OF THE GOODS FOR CARRIAGE IN DRY-VAN CONTAINERS, AND/OR INHERENT VICE OF THE GOODS, IN SUCH TEMPERATURES.</small> <small>U.S. CUSTOMS NUMBER: 326713</small>	
<b>NOTIFY PARTIES:</b> (No responsibility shall attach to the Carrier or to his Agent for failure to notify - see Clause 20) CARCONT LTD MERITULLENTIE 424, 48310 KOTKA, FINLAND TEL: +358 5 260 47 22/ FAX: +358 5 260 47 55			
<b>VESSEL &amp; VOYAGE NO. (see Clauses 8 &amp; 9)</b> KAETHE C. RICKMERS - 1250R		<b>PORT OF LOADING</b> NEW YORK, NY	
<b>BOOKING REF</b> 038EUL1046438		<b>PLACE OF RECEIPT:</b> (Combined Transport ONLY - see Clauses 1 & 5.2) XXXXXXXXXXXXXXXX	
<b>SERVICE CONTRACT NUMBER</b> 12-636WW		<b>PLACE OF DELIVERY</b> (Combined Transport ONLY - see Clauses 1 & 5.2) XXXXXXXXXXXXXXXX	
<b>PORT OF DISCHARGE</b> KOTKA, FINLAND			
<b>PARTICULARS FURNISHED BY THE SHIPPER NOT CHECKED BY CARRIER CARRIER NOT RESPONSIBLE - See Clause 14</b>			
<b>Container Numbers, Seal Numbers and Marks</b>	<b>Description of Packages and Goods</b> <small>(Continued on attached Bill of Lading Rider page(s), if applicable)</small>	<b>Gross Cargo Weight</b>	<b>Measurement</b>
TCNU8781450 47 HIGH CUBE SEAL NUMBER: 7676368	1 UNPACKED OR UNPACKAGED OF 2010 GMC ACADIA 9LT-2 VIN# 1GKLVNED6A118200  1 UNPACKED OR UNPACKAGED OF 2010 ACURA RDX VIN# 5J8TB2H29AA00682  1 UNPACKED OR UNPACKAGED OF 2010 TOYOTA YARIS VIN# JTDST4K31A5282314  X2012121800823 X20121218004010  FREIGHT PREPAID  <small>THESE CONDUCTORS, TECHNOLOGY, OR SOFTWARE WERE EXPORTED FROM THE UNITED STATES IN ACCORDANCE WITH THE EXPORT ADMINISTRATION REGULATIONS, DIVERSION CONTRARY TO U.S. LAW PROHIBITED.</small> <small>SHIPPER'S LOAD, STOW, AND COUNT BATTERY HAS BEEN DISCONNECTED AND GAS TANK DRAINED</small>  TOTAL NUMBER OF PACKAGES: 3	1,748,000 KGS. 3,853,680 LBS.  1,528,000 KGS. 3,364,264 LBS.  1,567,000 KGS. 3,454,844 LBS.  TOTAL 4,841,000 KGS 10,672,578 LBS	
<small>If above container, technology or software were exported from the USA, the export administration regulations shall be complied with by the Merchant. Diversion contrary to US laws prohibited.</small>			
<b>FREIGHT &amp; CHARGES</b> Cargo shall not be delivered unless Freight & charges are paid (see Clause 18).		<b>RECEIVED</b> by the Carrier in apparent good order and condition (unless otherwise stated) having the total number or quantity of Containers or other packages or units indicated in the here entitled Carrier's Receipt for carriage subject to all the terms and conditions hereof from the Place of Receipt or Port of Loading to the Port of Discharge or Place of Delivery, whichever is applicable. IN ACCEPTING THIS BILL OF LADING THE MERCHANT EXPRESSLY ACCEPTS AND AGREES TO ALL THE TERMS AND CONDITIONS, WHETHER PRINTED, STAMPED OR OTHERWISE INCORPORATED ON THIS SIDE AND ON THE REVERSE SIDE OF THIS BILL OF LADING AND THE TERMS AND CONDITIONS OF THE CARRIER'S APPLICABLE TARIFF AS IF THEY WERE ALL SIGNED BY THE MERCHANT.  <small>If this is a negotiable (To Order / or) Bill of Lading, one original Bill of Lading, duly endorsed must be surrendered by the Merchant to the Carrier (together with outstanding Freight and charges) in exchange for the Goods or a Delivery Order. If this is a non-negotiable (straight) Bill of Lading, the Carrier shall deliver the Goods or issue a Delivery Order (after payment of outstanding Freight and charges) against the surrender of one original Bill of Lading or in accordance with the national law at the Port of Discharge or Place of Delivery whichever is applicable.</small>  <small>IN WITNESS WHEREOF the Carrier or their Agent has signed the number of Bills of Lading stated at the top, all of this tenor and date, and wherever one original Bill of Lading has been surrendered all other Bills of Lading shall be void.</small>	
<b>DECLARED VALUE</b> (only applicable if Ad Valorem Charges paid - see Clause 7.3) XXXXXXXXXXXXXXXX		<b>CARRIER'S RECEIPT</b> (No. of Cntrs or Pkgs rvd by Carrier see Clause 14.1) 1 cntr	
<b>PLACE AND DATE OF ISSUE</b> NEW YORK - 22-DECEMBER-2012		<b>SIGNED</b> By MSC (USA) Inc. as Agent on behalf of the Carrier MSC Mediterranean Shipping Company S.A.	
		<b>SHIPPED ON BOARD DATE</b> 22-DECEMBER-2012	



<b>m sc</b> <b>MEDITERRANEAN SHIPPING COMPANY S.A.</b> Website: www.mscmedshipto.com SCAC Code MSCU		<b>SEA WAYBILL No. MSCUAR315118</b> <b>NOT-NEGOTIABLE COPY</b> NO. & SEQUENCE OF SEA WAYBILLS 0 OF ZERO		"Port-to-Port" or "Combined Transport" (see Clause 1) NO. OF RIDER PAGES 0	
SHIPPER: EMPIRE UNITED LINES 2303 CONEY ISLAND AVE BROOKLYN, NY 11223 TEL: 718-998-5900 REF # 103783		FORWARDING AGENT			
CONSIGNEE: CARCONY LTD MERITVALENTIE 424 48310 KOTKA, FINLAND TEL: +358 5 260 47 22 FAX: +358 5 260 47 55		CARRIER'S AGENTS ENDORSEMENTS: (Include Agent(s) at POD) WAREHOUSE, CARRIER HAS NO LIABILITY OR RESPONSIBILITY WHATSOEVER FOR THE LOSS OF OR DAMAGE TO THE GOODS BY REASON OF NATURAL HAZARD, LOSS OF PLACED OR FINE TEMPERATURE DURING THE WAREHOUSE PERIOD, AND/OR CAUSED BY INADEQUATE PACKING OF THE GOODS FOR CARRIER INCENTIVE AND/OR INSURE, AND/OR INSUREMENT OF THE GOODS, IN SUCH TEMPERATURES. (LOADING AND UNLOADING)			
NOTIFY PARTIES: (No responsibility shall attach to the Carrier or to its Agent for failure to notify - see Clause 20) CARCONY LTD MERITVALENTIE 424 48310 KOTKA, FINLAND TEL: +358 5 260 47 22 FAX: +358 5 260 47 55 KOTKA, 48310 PHONE: +358 5 260 47 22 FAX: +358 5 260 47 55					
VESSEL & VOYAGE NO. (see Clauses 8 & 9) KAETHE C. RICKMERS - 1246R		PORT OF LOADING NEW YORK, NY		PLACE OF RECEIPT: (Combined Transport ONLY - see Clauses 1 & 5.2) XXXXXXXXXXXXXXXX	
BOOKING REF 03BEUL1039353		SERVICE CONTRACT NUMBER 12-535WV		PLACE OF DELIVERY: (Combined Transport ONLY - see Clauses 1 & 5.2) XXXXXXXXXXXXXXXX	
PARTICULARS FURNISHED BY THE SHIPPER NOT CHECKED BY CARRIER CARRIER NOT RESPONSIBLE - See Clause 14					
Container Numbers, Seal Numbers and Marks		Description of Packages and Goods (Continued on attached Sea Waybill Rider sheets), if applicable		Gross Cargo Weight Measurement	
TCHUB737440 47 MDC 33 SEAL NUMBER: 7576117		1 UNPACKED OR UNPACKAGED OF 2009 VOLKSWAGEN TIGUAN VIN#WVG8V75H2WAS25297  1 UNPACKED OR UNPACKAGED OF 2011 JEEP COMPASS VIN#1J4NFSFB7C0262285  1 UNPACKED OR UNPACKAGED OF 2009 MERCEDES-BENZ C300 VIN#WDDGF81X46R073295  FREIGHT PREPAID  THREE COUNTRIES, TECHNOLOGY OR SOFTWARE HAVE COPIED FROM THE UNITED STATES IN ACCORDANCE WITH THE EXPORT ADMINISTRATION REGULATIONS ON TECHNICAL CONCEPTS (LAW NUMBER 15) SHIPPER'S LOAD, STOW, AND COUNT BATTERY HAS BEEN DISCONNECTED AND DISCHARGED XX0121108005951  TOTAL NUMBER OF PACKAGES: 4		1,526.000 KGS.  1,426.000 KGS.  1,043.000 KGS.  TOTAL: 4,995.000 KGS	
FREIGHT & CHARGES Cargo shall not be delivered unless Freight & charges are paid (see Clause 16).  RECEIVED by the Carrier from the Shipper in apparent good order and condition unless otherwise stated herein the total number or quantity of containers or other packages or units indicated in box entitled "Carrier's Receipt" for carriage subject to all the terms hereof from the Place of Receipt or the Port of Loading, to the Port of Discharge or Place of Delivery, whichever is applicable. IN ACCEPTING THIS SEA WAYBILL THE SHIPPER EXPRESSLY ACCEPTS AND AGREES TO, ON HIS OWN BEHALF AND ON BEHALF OF THE CONSIGNEE, THE OWNER OF GOODS AND THE MERCHANT, AND WARRANTS HE HAS AUTHORITY TO DO SO, ALL THE TERMS AND CONDITIONS WHETHER PRINTED, STAMPED OR OTHERWISE INCORPORATED ON THIS AND ON THE REVERSE SIDE AND TERMS AND CONDITIONS OF THE CARRIER'S APPLICABLE TARIFF AS IF THEY WERE ALL SIGNED BY THE SHIPPER.  Unless instructed otherwise in writing by the Shipper delivery of the Goods will be made only to the Consignee or his authorized representative. This Sea Waybill is made a document of title to the Goods and delivery will be made, after payment of any outstanding Freight and charges, only on provision of proper proof of identity and of authorization at the Port of Discharge or Place of Delivery, as appropriate, without it being need to produce or surrender a copy of this Sea Waybill.  IN WITNESS WHEREOF the Carrier, Master or their Agent has signed this Sea Waybill.					
DECLARED VALUE (only applicable if Ad Valorem Charges paid - see Clause 7.3) XXXXXXXXXXXXXXXX		CARRIER'S RECEIPT (No. of Copies or Plgs rec'd by Cons. see Clause 14.1) 1 cntr		SIGNED BY MSC (USA) Inc. as Agent on behalf of the Carrier MSC Mediterranean Shipping Company S.A.	
PLACE AND DATE OF ISSUE NEW YORK - 16-NOVEMBER-2012		SHIPPED ON BOARD DATE 16-NOVEMBER-2012			



 <b>MEDITERRANEAN SHIPPING COMPANY S.A.</b> Website: www.msc.com		<b>SEA WAYBILL No</b> <b>RIDER PAGE</b> Page 1 of 1		<b>MSCUAR408341</b>
CONTINUATION OF PARTICULARS FURNISHED BY THE SHIPPER NOT CHECKED BY CARRIER CARRIER NOT RESPONSIBLE (see Clause 14)				
Container Numbers, Seal Numbers and Marks	Description of Packages and Goods (Continued on further Sea Waybill Rider page(s), if applicable)	Gross Cargo Weight	Measurement	
YCKU8873233 40' HIGH CUBE  SEAL NUMBER: 7876303	1 UNPACKED OR UNPACKAGED OF 2009 BMW X6 VIN# 5UXFG43569L223352  1 UNPACKED OR UNPACKAGED OF 2009 TOYOTA PRIUS VIN# JTDKB20U897B58466  1 UNPACKED OR UNPACKAGED OF 2009 TOYOTA CAMRY VIN# 4T1BE46K15U336703  2 PACKAGE(S) OF ENGINES ON PALLET(S)  FREIGHT PREPAID  X20130103022095  X20130103021262  SHIPPER'S LOAD, STOW, AND COUNT THESE COMMODITIES, TECHNOLOGY, OR SOFTWARE WERE EXPORTED FROM THE UNITED STATES IN ACCORDANCE WITH THE EXPORT ADMINISTRATION REGULATIONS. DIVERSION CONTRARY TO U.S. LAW PROHIBITED BATTERY HAS BEEN DISCONNECTED AND GAS TANK DRAINED  TOTAL NUMBER OF PACKAGES: 5	1,647.000 KGS. 3,831.013 LBS.  1,523.000 KGS. 3,357.840 LBS.  1,546.000 KGS. 3,626.809 LBS.  200.000 KGS. 440.925 LBS.  <b>TOTAL:</b> 5,016.000 KGS. 11,059.367 LBS.		
PLACE AND DATE OF ISSUE NEW YORK - 13-JANUARY-2013	SHIPPED ON BOARD DATE 13-JANUARY-2013	SIGNED By MSC (USA) Inc. as Agent on behalf of the Carrier MSC Mediterranean Shipping Company SA		

# **APPENDIX “F”**

# *Exhibit “A”*



**MSC MEDITERRANEAN SHIPPING COMPANY S A**  
 12-14 Chemin Rieu - 1208 Geneva - Switzerland  
 Service Contract No 12-535WW

**1. ORIGIN(S).**  
 USA

**2. DESTINATION(S).**

**EUUS** Estonia, Leetonia, Lithuania, Germany, Belgium, Poland, Finland, Netherlands, France  
**GTBEA** Russia, Ukraine, Georgia, Romania, Bulgaria, Israel, Egypt, Lebanon, Turkey, Greece,  
 Benin, Togo, Angola, Guinea, Ghana, Nigeria, Ivory Coast, Gambia, Senegal, Cameroun, Libya,  
 Morocco  
**IPMR:** Saudi Arabia, Oman Bahrain, Kuwait, United Arab Emirates, Iraq, Qatar, Yemen Republic,  
 Pakistan  
**WCSA:** Chile, Colombia, Peru, Ecuador

**3. COMMODITY(IES)** Motor Vehicles, NOS, Motor Vehicle Parts, NOS, Machinery, NOS

**4. MINIMUM VOLUME COMMITMENT ("MVC") OR PORTION.**

**EUUS** 10000  
**GTBEA** 100 TEUS  
**IPMR** 500 TEUS  
**WCSA:** 100 TEUS  
**TOTAL MVC** 10700 TEUS

**5. RATES AND CHARGES.**

**See Appendix A**

(a) In addition to the rates stated in this Contract, shipments made hereunder shall be subject to the rules, regulations, terms, conditions, surcharges, general rate increases, and all other provisions listed in Carrier's tariff(s) applicable to carriage between the relevant port of loading and the port of destination and in effect at the time of shipment including but not limited to any fees, costs, levies or charges whatsoever arising out of or related to clean air programs, and to the terms and conditions of Carrier's bill of lading or sea waybill, as the case may be, and all said provisions are hereby incorporated in this Contract by reference.

(b) The rates in this Contract shall be subject to increase by the amount of any general rate increase published in the Carrier's rate tariff applicable to the Trade(s) covered by this Contract. Said increase shall be applied by the Carrier automatically and Shipper consents to Carrier filing an amendment to this Contract with the Federal Maritime Commission reflecting said increase, without any further signature or consent of the Shipper. If rates are increased through application of this paragraph, Shipper may in its discretion request a negotiation in good faith regarding a reduction of the increase published by the Carrier. If a signature, in this case necessary, is delayed by more than five (5) business days, the Carrier can and will assess all shipments at the applicable rate based on the general rate increase as published in its tariff from the time same is into effect.

(c) If during the term of this Contract, security related charges are published by Carrier in the governing tariff(s) applicable to this Contract, covering such as, but not limited to, security charges as may be introduced at ports/ terminals covered by this Contract, such tariff published security related charges will apply in addition to all other conditions and provisions set forth in this Contract.

Contract does not include any ISPS Security Charges, which do not form PART of the freight, and which are additionally payable as levied locally by the loading and discharging port terminals.

(d) If during the term of this Contract, Carrier changes its policy and no longer provides chassis, it shall have the right to cease providing chassis after a ninety (90) days notice to the Shipper. In the event that Carrier exercises its right to stop providing chassis, Shipper shall have the right to terminate this Contract as at the expiry of the notice or earlier by agreement. Such right to terminate shall be the sole remedy of the Shipper for Carrier's exercise of its right to stop providing chassis.

**(e) Third Party Costs Clause**

Notwithstanding any provision herein to the contrary whatsoever, where the Carrier is subject to extra or increased costs in the performance of this Contract which arise

1. From facts or circumstances which were not within the contemplation of the parties at the time this Contract was made; and
2. The extra or additional costs are raised by a third party, subcontractor or company used by the Carrier in the performance of this Contract;

The Carrier shall be entitled to add the extra or additional costs to the total costs invoiced to the Customer and they shall apply as if the said extra or additional costs had always formed part of this Contract. The Carrier shall, if requested, provide documents in support of the extra or additional costs.

(f) Shipments hereunder moving to and/or from an inland destination and/or origin shall be subject to the applicable inland portion published in the relevant Carrier tariff at the time of shipment, except as otherwise expressly provided herein.

(g) Carrier shall provide regularly scheduled sailings and space aboard its vessels for \_\_\_\_ TEUs per sailing, sufficient to accommodate Shipper's volume commitment reasonably spread over the Contract period.

(h) For purposes of this Contract, a container of 20' external length shall constitute one TEU, a container of 40' external length (including a 40' high-cube container) shall constitute one FEU or two TEUs.

#### **6. CERTIFICATION OF SHIPPER STATUS**

Shipper hereby certifies its status as (check only one of the following):

- A Owner of the cargo \_\_\_\_  
 B A shippers' association \_\_\_\_; or  
 C A non-vessel operating common carrier ("NVOCC")   X

If status is C above, Shipper shall provide Carrier with evidence that Shipper and any and all of its affiliates authorized to utilize this Contract have published a tariff and provided the U.S. Federal Maritime Commission ("FMC") with the financial security required by its regulations. If status is B above, Shipper shall provide Carrier with a statement that none of the members of the shippers' associations participating in this Contract are NVOCCs or, if any of the members participating in this Contract are NVOCCs, with evidence that such members have published tariffs and provided the FMC with the financial security required by its regulations. Shipper shall be under a continuing obligation to report any change in its status, or the status of any of its affiliates or members, to Carrier.

If Shipper fails to comply with the provisions of this certification, any shipments in the possession of Carrier at the time such failure is discovered may be returned to or made available to Shipper and any and all liabilities, attorneys' fees and expenses incurred by Carrier in connection with the shipment shall be for Shipper's account and constitute a lien on the cargo and any sub-freights due and owing.

Shipper shall be liable to Carrier for all liabilities, attorneys' fees, civil penalties and expenses incurred by Carrier as a result of Shipper's failure to adhere to this certification.

#### **7. CONTRACT RECORDS**

FMC requests for service contract records should be addressed to Miss Lily Hennemann, c/o MSC, 12-14 Chemin Rieu, 1208 Geneva, Switzerland, telephone number 41-22-703-8888.

#### **8. DURATION (TERM)**

Effective 18<sup>th</sup> December 2012  
 Effective Through 17<sup>th</sup> December 2013

#### **9. PROVISIONS/NOTES/EXCEPTIONS**

##### **9 (a) Use of Sea Waybills instead of Bills of Lading (When Applicable)**

In consideration of Carrier issuing, at the Shipper's request, sea waybill(s) instead of bill(s) of lading for the contract of carriage of the cargo, the Shipper hereby indemnifies Carrier for all and any claims, losses, costs, expenses and liabilities of any nature whatsoever that arise in consequence of the use of a sea waybill instead of a bill of lading. The Shipper further undertakes to ensure that the ultimate consignee of the cargo receives a legible copy of, by fax or e-mail, and agrees to abide by, the terms, conditions, exceptions and limitations contained in the Carrier sea waybill.

Without limitation the indemnity shall include where

- The consignee refuses to abide by the terms and conditions contained in the sea waybill;
- There is a claim for wrongful delivery against Carrier even though Carrier has delivered the cargo to the consignee named in the sea waybill or to the consignee to whom the Shipper, directly or by its agents or subcontractors, has directed the cargo should be delivered and
- The consignee refuses to pay any additional charges that the Shipper has agreed will apply to the carriage

##### **9 (b) Verification of shipments**

Shipment records maintained to support the performance of this Contract will be copies of bills of lading

**9 (c) Confidentiality**

This Contract is to be kept CONFIDENTIAL and is not to be reported by Carrier /Shipper or any of their members/affiliates

**9 (d) Arbitration and Applicable Law**

Should any dispute arise out of this Contract, the matter in dispute shall be referred to three persons at New York, one to be appointed by each of the parties hereto, and the third by the two so chosen their decision or that of any two of them shall be final

This Contract shall be subject to the Shipping Act of 1984, as amended by the Ocean Shipping Reform Act of 1998, and shall otherwise be construed and governed by the laws of the State of New York

**9 (e) Non-Performance**

(1) In the event that Carrier fails to provide the minimum amount of space set forth in Article 5(g) above on any sailing for reasons other than those set forth in Article 9(e)(3) hereof, then Shipper shall be entitled to additional space on one or more subsequent sailings during the term of this Contract equal to the amount of space Carrier was unable to provide. In the event Carrier fails to provide all or part of such additional space prior to the expiration of this Contract, then Shipper shall be entitled to a reduction in its minimum cargo commitment equal to the amount of such additional space that Carrier was unable to provide. The provision of additional space and the reduction of the minimum cargo commitment shall constitute Shipper's sole remedies for breach of this Contract by Carrier. Under no circumstances shall Carrier be liable for any indirect, consequential, punitive or other damages in connection with this Contract

(2) In the event Shipper, for reasons other than those set forth in Article 9(e)(3) hereof, fails to meet the minimum cargo commitment set forth in Article 4 hereof or any portion thereof (or such cargo commitment as it may have been adjusted pursuant to this Article 9(e), whichever is less), then Shipper shall be liable for and agrees to pay to Carrier liquidated damages of \$250 per TEU for each TEU by which the amount of cargo is less than the minimum cargo commitment. Such liquidated damages shall be the sole remedy of Carrier for Shipper's failure to fulfill the minimum cargo commitment and no further liability shall be incurred by Shipper as a result of such failure

(3) Notwithstanding any other provisions of this Contract, and to the extent Carrier or Shipper fails to meet any obligations imposed hereunder due to force majeure, the performance of this Contract shall be deemed to have been frustrated and no cause of action for breach or liability hereunder shall arise as a consequence thereof. For purposes hereof, the term "force majeure" shall mean and include, without reservation or limitation, strikes, lockouts or exceptional circumstances arising from the threat thereof; Act of God, acts of terrorism or threatened acts of terrorism, acts of State or Public Enemy, including but not limited to war, restraints of princes, riots, civil disorder and insurrection, embargo or other disruption or interference with trade; marine disaster, fire or other casualty

**9 (f) Definition of Charges (Demurrage, Storage, Detention, Per Diem) in the USA**

**DEMURRAGE**

A charge assessed against the cargo remaining inside the USA Terminal facilities after the expiration of free time, for the usage of its land

**Free Time & Charges**

As per applicable Tariff

**STORAGE**

A charge assessed against the cargo remaining inside the USA Rail Road facilities and / or Container Yards after the expiration of free time, for the usage of its land.

**Free Time & Charges:**

As per applicable Tariff

**DETENTION**

A charge assessed against the cargo remaining inside the USA Terminal or Rail Road facilities or Container Yard after the expiration of free time, for the usage of Carrier's {full} equipment

**Free Time & Charges:**

As per Steamship line's Tariff

**PER DIEM**

A charge assessed, after the expiration of free time outside of the USA Terminal or Rail Road or Container Yard facilities, for the usage of Carrier's equipment (**full or empty**) until it's return to Carrier's custody at the point of pick up

**Free Time & Charges**

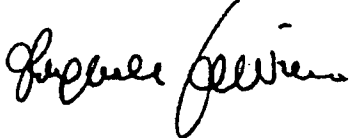
As per Steamship Line's Tariff & Interchange Agreement

**10. CONTRACT PARTIES:**

The parties (Parties) are (a) MSC Mediterranean Shipping Company S A (Carrier) and (b) the shipper/consignee whose name and address is below, and (c) any other shippers and/or consignees listed (all of which shippers and consignees are called Shippers)

**Carrier:**

MSC Mediterranean Shipping Co , S A  
12 14 Chemin Rieu, 1208 Geneva, Switzerland



Signature

AMN 2

By Pasquale Formisano

Title Director

**Shipper:**

Empire United Lines  
2303 Coney Isl Ave, Brooklyn, New York 11223, USA

Signature

AMN 2

By Michael Hitrinov

Title: President

**Affiliates. (if any)**



1 Freight charges  
Remarks: COO is per BL and CFS per ctn

Low Single Contribution \$10TEU East Coast and Gulf Coast, \$12TEU West Coast effective August 1st 2012 coupled to Export Capacity Usage (ECU) at Origin Values

ELECTRONICS MANUFACTURING

[illegible]



MOTOR VEHICLES, MOTOR VEHICLE PARTS, BUILDING MATERIALS, ELECTRONICS, MACHINERY	FOL, P/B	CHARLESTON	400V 40HC	1335	1435 USD	THC at Origin - VATOS DOC at Origin - VATOS BUC at Freight - VATOS	LSC at Freight - VATOS HAZ at Freight - VATOS CDO at Destination - VATOS CBF at Origin - VATOS THC at Destination - VATOS SPD at Destination - VATOS CDO at Destination - VATOS
MOTOR VEHICLES, MOTOR VEHICLE PARTS, BUILDING MATERIALS, ELECTRONICS, MACHINERY	FOL, P/B	NEW YORK	400V 40HC	1035	1135 USD	BUC at Freight - VATOS THC at Origin - VATOS DOC at Origin - VATOS	SPD at Origin - VATOS CDO at Origin - VATOS CBF at Origin - VATOS HAZ at Freight - VATOS CDO at Destination - VATOS THC at Destination - VATOS SPD at Destination - VATOS
MOTOR VEHICLES, MOTOR VEHICLE PARTS, BUILDING MATERIALS, ELECTRONICS, MACHINERY	FOL, P/B	AGADELA	400V 40HC	1440	1590 USD	BUC at Freight - VATOS THC at Origin - VATOS DOC at Origin - VATOS	LSC at Freight - VATOS SPD at Origin - VATOS CBF at Origin - VATOS HAZ at Freight - VATOS CDO at Destination - VATOS THC at Destination - VATOS SPD at Destination - VATOS
MOTOR VEHICLES, MOTOR VEHICLE PARTS, BUILDING MATERIALS, ELECTRONICS, MACHINERY	FOL, P/B	SAVANNAH	400V 40HC	1330	1480 USD	BUC at Freight - VATOS THC at Origin - VATOS DOC at Origin - VATOS	LSC at Freight - VATOS SPD at Origin - VATOS CBF at Origin - VATOS HAZ at Freight - VATOS CDO at Destination - VATOS THC at Destination - VATOS SPD at Destination - VATOS
MOTOR VEHICLES, MOTOR VEHICLE PARTS, BUILDING MATERIALS, ELECTRONICS, MACHINERY	FOL, P/B	LONG BEACH	400V 40HC	2644	2744 USD	BUC at Freight - VATOS THC at Origin - VATOS DOC at Origin - VATOS	SPD at Origin - VATOS CDO at Origin - VATOS CBF at Origin - VATOS HAZ at Freight - VATOS CDO at Destination - VATOS THC at Destination - VATOS SPD at Destination - VATOS
MOTOR VEHICLES, MOTOR VEHICLE PARTS, BUILDING MATERIALS, ELECTRONICS, MACHINERY	FOL, P/B	NEW YORK CHARLESTON	200V	643	643 USD	BUC at Freight - VATOS THC at Origin - VATOS DOC at Origin - VATOS	SPD at Origin - VATOS CDO at Origin - VATOS CBF at Origin - VATOS HAZ at Freight - VATOS CDO at Destination - VATOS THC at Destination - VATOS SPD at Destination - VATOS
MOTOR VEHICLES, MOTOR VEHICLE PARTS, BUILDING MATERIALS, ELECTRONICS, MACHINERY	FOL, P/B	NEW YORK	400V 40HC	843	843 USD	BUC at Freight - VATOS THC at Origin - VATOS DOC at Origin - VATOS	LSC at Freight - VATOS SPD at Origin - VATOS CBF at Origin - VATOS HAZ at Freight - VATOS CDO at Destination - VATOS THC at Destination - VATOS SPD at Destination - VATOS
MOTOR VEHICLES, MOTOR VEHICLE PARTS, BUILDING MATERIALS, ELECTRONICS, MACHINERY	FOL, P/B	NEW YORK	400V 40HC	843	843 USD	BUC at Freight - VATOS THC at Origin - VATOS DOC at Origin - VATOS	LSC at Freight - VATOS SPD at Origin - VATOS CBF at Origin - VATOS HAZ at Freight - VATOS CDO at Destination - VATOS THC at Destination - VATOS SPD at Destination - VATOS
MOTOR VEHICLES, MOTOR VEHICLE PARTS, BUILDING MATERIALS, ELECTRONICS, MACHINERY	FOL, P/B	CHARLESTON	400V 40HC	744	744 USD	BUC at Freight - VATOS THC at Origin - VATOS DOC at Origin - VATOS	LSC at Freight - VATOS SPD at Origin - VATOS CBF at Origin - VATOS HAZ at Freight - VATOS CDO at Destination - VATOS THC at Destination - VATOS SPD at Destination - VATOS
MOTOR VEHICLES, MOTOR VEHICLE PARTS, BUILDING MATERIALS, ELECTRONICS, MACHINERY	FOL, P/B	NEW YORK	200V	643	700 USD	BUC at Freight - VATOS THC at Origin - VATOS DOC at Origin - VATOS	LSC at Freight - VATOS SPD at Origin - VATOS CBF at Origin - VATOS HAZ at Freight - VATOS CDO at Destination - VATOS THC at Destination - VATOS SPD at Destination - VATOS
MOTOR VEHICLES, MOTOR VEHICLE PARTS, BUILDING MATERIALS, ELECTRONICS, MACHINERY	FOL, P/B	NEW YORK	400V 40HC	2044	2144 USD	BUC at Freight - VATOS THC at Origin - VATOS DOC at Origin - VATOS	LSC at Freight - VATOS SPD at Origin - VATOS CBF at Origin - VATOS HAZ at Freight - VATOS CDO at Destination - VATOS THC at Destination - VATOS SPD at Destination - VATOS
MOTOR VEHICLES, MOTOR VEHICLE PARTS, BUILDING MATERIALS, ELECTRONICS, MACHINERY	FOL, P/B	LONG BEACH	400V 40HC	744	744 USD	BUC at Freight - VATOS THC at Origin - VATOS DOC at Origin - VATOS	LSC at Freight - VATOS SPD at Origin - VATOS CBF at Origin - VATOS HAZ at Freight - VATOS CDO at Destination - VATOS THC at Destination - VATOS SPD at Destination - VATOS
MOTOR VEHICLES, MOTOR VEHICLE PARTS, BUILDING MATERIALS, ELECTRONICS, MACHINERY	FOL, P/B	BALTIMORE	200V	744	744 USD	BUC at Freight - VATOS THC at Origin - VATOS DOC at Origin - VATOS	LSC at Freight - VATOS SPD at Origin - VATOS CBF at Origin - VATOS HAZ at Freight - VATOS CDO at Destination - VATOS THC at Destination - VATOS SPD at Destination - VATOS









FAK	FCL D/P	NEW ORLEANS	ANTWERP BREMERHAVEN HAMBURG LE HAVRE ROTTERDAM	500Y	844	1010 USD	BUC as Freight - VATOS DOC at Origin - VATOS THC at Origin - VATOS	LSC as Freight - VATOS SPB as Freight - VATOS THC at Destination - VATOS CSF at Origin - VATOS CDO at Destination - VATOS
FAK	FCL D/P	NORFOLK	ANTWERP BREMERHAVEN HAMBURG LE HAVRE ROTTERDAM	400Y 40HC	1434	1425 USD	BUC as Freight - VATOS DOC at Origin - VATOS THC at Origin - VATOS	LSC as Freight - VATOS SPB as Freight - VATOS THC at Destination - VATOS CSF at Origin - VATOS CDO at Destination - VATOS
FAK	FCL D/P	BOSTON	ANTWERP BREMERHAVEN HAMBURG LE HAVRE ROTTERDAM	200Y	1449	1265 USD	BUC as Freight - VATOS DOC at Origin - VATOS THC at Origin - VATOS	LSC as Freight - VATOS SPB as Freight - VATOS THC at Destination - VATOS CSF at Origin - VATOS CDO at Destination - VATOS
FAK	FCL D/P	BOSTON	ANTWERP BREMERHAVEN HAMBURG LE HAVRE ROTTERDAM	400Y 40HC	1449	1265 USD	BUC as Freight - VATOS DOC at Origin - VATOS THC at Origin - VATOS	LSC as Freight - VATOS SPB as Freight - VATOS THC at Destination - VATOS CSF at Origin - VATOS CDO at Destination - VATOS
FAK	FCL D/P	CHARLESTON SAVANNAH	ANTWERP BREMERHAVEN HAMBURG LE HAVRE ROTTERDAM	200Y	1438	1044 USD	BUC as Freight - VATOS DOC at Origin - VATOS THC at Origin - VATOS	LSC as Freight - VATOS SPB as Freight - VATOS THC at Destination - VATOS CSF at Origin - VATOS CDO at Destination - VATOS
FAK	FCL D/P	CHARLESTON SAVANNAH	ANTWERP BREMERHAVEN HAMBURG LE HAVRE ROTTERDAM	400Y 40HC	1438	1265 USD	BUC as Freight - VATOS DOC at Origin - VATOS THC at Origin - VATOS	LSC as Freight - VATOS SPB as Freight - VATOS THC at Destination - VATOS CSF at Origin - VATOS CDO at Destination - VATOS
FAK	FCL D/P	PORT EVERGLADES	ANTWERP BREMERHAVEN HAMBURG LE HAVRE ROTTERDAM	200Y	1438	1044 USD	BUC as Freight - VATOS DOC at Origin - VATOS THC at Origin - VATOS	LSC as Freight - VATOS SPB as Freight - VATOS THC at Destination - VATOS CSF at Origin - VATOS CDO at Destination - VATOS
FAK	FCL D/P	PORT EVERGLADES	ANTWERP BREMERHAVEN HAMBURG LE HAVRE ROTTERDAM	400Y 40HC	1438	1265 USD	BUC as Freight - VATOS DOC at Origin - VATOS THC at Origin - VATOS	LSC as Freight - VATOS SPB as Freight - VATOS THC at Destination - VATOS CSF at Origin - VATOS CDO at Destination - VATOS
FAK	FCL D/P	HOUSTON	ANTWERP BREMERHAVEN HAMBURG LE HAVRE ROTTERDAM	200Y	1444	1045 USD	BUC as Freight - VATOS DOC at Origin - VATOS THC at Origin - VATOS	LSC as Freight - VATOS SPB as Freight - VATOS THC at Destination - VATOS CSF at Origin - VATOS CDO at Destination - VATOS
FAK	FCL D/P	HOUSTON	ANTWERP BREMERHAVEN HAMBURG LE HAVRE ROTTERDAM	400Y 40HC	1444	1265 USD	BUC as Freight - VATOS DOC at Origin - VATOS THC at Origin - VATOS	LSC as Freight - VATOS SPB as Freight - VATOS THC at Destination - VATOS CSF at Origin - VATOS CDO at Destination - VATOS
FAK	FCL D/P	HOUSTON	ANTWERP BREMERHAVEN HAMBURG LE HAVRE ROTTERDAM	200Y	1449	1425 USD	BUC as Freight - VATOS DOC at Origin - VATOS THC at Origin - VATOS	LSC as Freight - VATOS SPB as Freight - VATOS THC at Destination - VATOS CSF at Origin - VATOS CDO at Destination - VATOS
FAK	FCL D/P	HOUSTON	ANTWERP BREMERHAVEN HAMBURG LE HAVRE ROTTERDAM	400Y 40HC	1449	1425 USD	BUC as Freight - VATOS DOC at Origin - VATOS THC at Origin - VATOS	LSC as Freight - VATOS SPB as Freight - VATOS THC at Destination - VATOS CSF at Origin - VATOS CDO at Destination - VATOS
FAK	FCL D/P	NEW ORLEANS	ANTWERP BREMERHAVEN HAMBURG LE HAVRE ROTTERDAM	200Y	1145	1214 USD	BUC as Freight - VATOS DOC at Origin - VATOS THC at Origin - VATOS	LSC as Freight - VATOS SPB as Freight - VATOS THC at Destination - VATOS CSF at Origin - VATOS CDO at Destination - VATOS
FAK	FCL D/P	NEW ORLEANS	ANTWERP BREMERHAVEN HAMBURG LE HAVRE ROTTERDAM	400Y 40HC	1145	1214 USD	BUC as Freight - VATOS DOC at Origin - VATOS THC at Origin - VATOS	LSC as Freight - VATOS SPB as Freight - VATOS THC at Destination - VATOS CSF at Origin - VATOS CDO at Destination - VATOS

[illegible]

3 Cms return charges  
MAIL CHARGE UN. & POSTAGE NET TOTAL PV USD FEB 81 COMPTON

4. Macrolithous charges  
 FREE TIME is Destruction (applicable to Oystia Finland, Latvia, Lithuania, Estonia and Bremenian  
 Remains)  
 Charged to 15 calendar days free of demurrage (Container Discharge) only.  
 Charges for demurrage after the time 1 to 7 days. SURCHARGE 14EUR/40, 8 days or more = 15EUR/20 + 3EUR/40  
 FREE TIME is Destruction (applicable to Russia. SURCHARGE 15 calendar days free of demurrage (Container Discharge) only.  
 Charges for demurrage after the time 1 to 7 days = 10USD/20 + 20USD/40, 8 days or more = 20USD/20 + 40USD/40  
 The demurrage stops to count when the container is redelivered to a VAC nominated depot.

Next 10 days after two time per client is \$200/weekend per day		After 10 days after two time per client is \$200/weekend per day	
City	Country	Days per week	Time per day
GOOTHA PL	GOOTHA PL	200W	200W
		400W	400W
		Deductions	
		15	
SHIENG RHANSEN SE	SHIENG RHANSEN SE	200W	200W
		400W	400W
		Deductions	
		15	
ROUPEDA	ROUPEDA	200W	200W
		400W	400W
		Deductions	
		15	
TALLINN	TALLINN	200W	200W
		400W	400W
		Deductions	
		15	
PELSENG	PELSENG	200W	200W
		400W	400W
		Deductions	
		15	
BOATON	BOATON	200W	200W
		400W	400W
		Deductions	
		15	

PORT EMBODIES	40HC		
NEW YORK	200Y	Demurrage	For per diem only
NEW YORK	400Y		
NEW YORK	40HC		
NEW ORLEANS	200Y	Demurrage	For per diem only
NEW ORLEANS	400Y		
NEW ORLEANS	40HC		
LONG BEACH US	200Y	Demurrage	For per diem only
LONG BEACH US	400Y		
LONG BEACH US	40HC		

## Charges legend

BUC	BUNKER CONTRIBUTION
CCD	CARDO DATA DECLARATION
CSF	CARRIER SECURITY FEE
DOC	DOCUMENTATION FEE
FES	FUEL ESCALATION SURCHARGE
HAZ	HAZARDOUS
ISC	LOW SULPHUR FUEL CONTRIBUTION
ISU	PICK UP CHARGE
ISU	ISU - INTER-PORT AND PORT SECURITY CHARGE (POD)
ISU	ISU - INTER-PORT AND PORT SECURITY CHARGE (POL)
THC	TERMINAL HANDLING CHARGE
WHA	WHARFAGE













SEE TERM 1	FCL PP	NORFOLK BALTIMORE SAVANNAH NEW YORK BOSTON	BANAU	409V 40HC	2444	2174 USD	DOC at Origin - VATOS BUC as Freight - VATOS	LSC as Freight - VATOS FAS as Freight - VATOS PAD as Destination - VATOS
SEE TERM 1	FCL PP	BALTIMORE BOSTON NEW YORK NORFOLK CHARLESTON SAVANNAH	COTONOU	200V	2444	2174 USD	COS at Destination - VATOS BUC as Freight - VATOS DOC at Origin - VATOS	LSC as Freight - VATOS FAS as Freight - VATOS CSF at Origin - VATOS PAD as Destination - VATOS
SEE TERM 1	FCL PP	BOSTON NEW YORK SAVANNAH BALTIMORE NORFOLK CHARLESTON PHILADELPHIA	COTONOU	409V 40HC	2444	2174 USD	COS at Destination - VATOS BUC as Freight - VATOS DOC at Origin - VATOS	LSC as Freight - VATOS FAS as Freight - VATOS CSF at Origin - VATOS PAD as Destination - VATOS
SEE TERM 1	FCL PP	PHILADELPHIA PORT EVERGLADES	COTONOU	200V	2444	2174 USD	COS at Destination - VATOS BUC as Freight - VATOS DOC at Origin - VATOS	LSC as Freight - VATOS FAS as Freight - VATOS CSF at Origin - VATOS PAD as Destination - VATOS
SEE TERM 1	FCL PP	BALTIMORE NORFOLK NEW YORK BOSTON CHARLESTON SAVANNAH	DOUALA	200V	2444	2174 USD	BUC as Freight - VATOS DOC at Origin - VATOS	LSC as Freight - VATOS FAS as Freight - VATOS CSF at Origin - VATOS PAD as Destination - VATOS
SEE TERM 1	FCL PP	SAVANNAH CHARLESTON NORFOLK BALTIMORE BOSTON NEW YORK NEW ORLEANS	DOUALA	200V	2444	2174 USD	BUC as Freight - VATOS DOC at Origin - VATOS	LSC as Freight - VATOS FAS as Freight - VATOS CSF at Origin - VATOS PAD as Destination - VATOS
SEE TERM 1	FCL PP	NEW ORLEANS	DOUALA	200V	2444	2174 USD	BUC as Freight - VATOS DOC at Origin - VATOS	LSC as Freight - VATOS FAS as Freight - VATOS CSF at Origin - VATOS PAD as Destination - VATOS
SEE TERM 1	FCL PP	NEW ORLEANS	DOUALA	409V 40HC	2444	2174 USD	BUC as Freight - VATOS DOC at Origin - VATOS	LSC as Freight - VATOS FAS as Freight - VATOS CSF at Origin - VATOS PAD as Destination - VATOS
SEE TERM 1	FCL PP	HOUSTON	DOUALA	200V	2444	2174 USD	BUC as Freight - VATOS DOC at Origin - VATOS	LSC as Freight - VATOS FAS as Freight - VATOS CSF at Origin - VATOS PAD as Destination - VATOS
SEE TERM 1	FCL PP	HOUSTON	DOUALA	409V 40HC	2444	2174 USD	BUC as Freight - VATOS DOC at Origin - VATOS	LSC as Freight - VATOS FAS as Freight - VATOS CSF at Origin - VATOS PAD as Destination - VATOS
SEE TERM 1	FCL PP	PHILADELPHIA PORT EVERGLADES	DOUALA	200V	2444	2174 USD	BUC as Freight - VATOS DOC at Origin - VATOS	LSC as Freight - VATOS FAS as Freight - VATOS CSF at Origin - VATOS PAD as Destination - VATOS
SEE TERM 1	FCL PP	PORT EVERGLADES PHILADELPHIA	DOUALA	409V 40HC	2444	2174 USD	BUC as Freight - VATOS DOC at Origin - VATOS	LSC as Freight - VATOS FAS as Freight - VATOS CSF at Origin - VATOS PAD as Destination - VATOS
SEE TERM 1	FCL PP	LONG BEACH	DOUALA	200V	2444	2174 USD	BUC as Freight - VATOS DOC at Origin - VATOS	LSC as Freight - VATOS FAS as Freight - VATOS CSF at Origin - VATOS PAD as Destination - VATOS
SEE TERM 1	FCL PP	LONG BEACH	DOUALA	409V 40HC	2444	2174 USD	BUC as Freight - VATOS DOC at Origin - VATOS	LSC as Freight - VATOS FAS as Freight - VATOS CSF at Origin - VATOS PAD as Destination - VATOS

SEE TERM 3	FCL P/P	BALTIMORE NORFOLK SAVANNAH BOSTON CHARLESTON	LOME	200V	2043	2122 USD	BUC as Freight - VATOS DOC at Origin - VATOS	COS at Destination - VATOS LSC as Freight - VATOS FAS as Freight - VATOS CSF at Origin - VATOS PAD at Destination - VATOS
SEE TERM 3	FCL P/P	NEW YORK BOSTON BALTIMORE SAVANNAH CHARLESTON NORFOLK	LOME	100V 40HC	2044	2038 USD	BUC as Freight - VATOS DOC at Origin - VATOS	COS at Destination - VATOS LSC as Freight - VATOS FAS as Freight - VATOS CSF at Origin - VATOS PAD at Destination - VATOS
SEE TERM 3	FCL P/P	PHILADELPHIA PORT EVERGLADES	LOME	200V	2043	2131 USD	BUC as Freight - VATOS DOC at Origin - VATOS	COS at Destination - VATOS LSC as Freight - VATOS FAS as Freight - VATOS WHA at Origin - VATOS CSF at Origin - VATOS PAD at Destination - VATOS
SEE TERM 3	FCL P/P	PORT EVERGLADES PHILADELPHIA	LOME	400V 40HC	2184	2111 USD	DOC at Origin - VATOS BUC as Freight - VATOS	COS at Destination - VATOS LSC as Freight - VATOS FAS as Freight - VATOS WHA at Origin - VATOS CSF at Origin - VATOS PAD at Destination - VATOS
SEE TERM 3	FCL P/P	SAVANNAH CHARLESTON NORFOLK BALTIMORE NEW YORK	THROCKMOLDS APAPA	200V	1126	1110 USD	COS at Destination - VATOS BUC as Freight - VATOS DOC at Origin - VATOS	LSC as Freight - VATOS FAS as Freight - VATOS CSF at Origin - VATOS PAD at Destination - VATOS
SEE TERM 3	FCL P/P	BALTIMORE CHARLESTON NORFOLK BOSTON BALTIMORE NEW YORK	APAPA THROCKMOLDS	400V 40HC	3045	2888 USD	COS at Destination - VATOS BUC as Freight - VATOS DOC at Origin - VATOS	CSF at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS WHA at Origin - VATOS CSF at Origin - VATOS PAD at Destination - VATOS
SEE TERM 3	FCL P/P	PHILADELPHIA PORT EVERGLADES	THROCKMOLDS APAPA	200V	1440	1440 USD	COS at Destination - VATOS BUC as Freight - VATOS DOC at Origin - VATOS	LSC as Freight - VATOS FAS as Freight - VATOS WHA at Origin - VATOS CSF at Origin - VATOS PAD at Destination - VATOS
SEE TERM 3	FCL P/P	PORT EVERGLADES PHILADELPHIA	THROCKMOLDS APAPA	400V 40HC	2234	2318 USD	DOC at Origin - VATOS BUC as Freight - VATOS	CSF at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS WHA at Origin - VATOS CSF at Origin - VATOS PAD at Destination - VATOS
SEE TERM 3	FCL P/P	SAVANNAH NORFOLK BALTIMORE NEW YORK BOSTON	TEMA	200V	1484	1484 USD	COS at Destination - VATOS BUC as Freight - VATOS DOC at Origin - VATOS	LSC as Freight - VATOS FAS as Freight - VATOS WHA at Origin - VATOS CSF at Origin - VATOS PAD at Destination - VATOS
SEE TERM 3	FCL P/P	BALTIMORE CHARLESTON NORFOLK BOSTON NEW YORK	TEMA	100V 40HC	3360	2380 USD	COS at Destination - VATOS BUC as Freight - VATOS DOC at Origin - VATOS	CSF at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS WHA at Origin - VATOS CSF at Origin - VATOS PAD at Destination - VATOS
SEE TERM 3	FCL P/P	PHILADELPHIA	TEMA	200V	1484	1484 USD	COS at Destination - VATOS BUC as Freight - VATOS DOC at Origin - VATOS	LSC as Freight - VATOS FAS as Freight - VATOS WHA at Origin - VATOS CSF at Origin - VATOS PAD at Destination - VATOS
SEE TERM 3	FCL P/P	PHILADELPHIA	TEMA	400V 40HC	2238	2376 USD	DOC at Origin - VATOS BUC as Freight - VATOS	CSF at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS WHA at Origin - VATOS CSF at Origin - VATOS PAD at Destination - VATOS
SEE TERM 3	FCL P/P	PORT EVERGLADES	TEMA	200V	2043	2116 USD	COS at Destination - VATOS BUC as Freight - VATOS DOC at Origin - VATOS	LSC as Freight - VATOS FAS as Freight - VATOS WHA at Origin - VATOS CSF at Origin - VATOS PAD at Destination - VATOS
SEE TERM 3	FCL P/P	PORT EVERGLADES	TEMA	400V 40HC	3364	2384 USD	DOC at Origin - VATOS BUC as Freight - VATOS	CSF at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS WHA at Origin - VATOS CSF at Origin - VATOS PAD at Destination - VATOS
SEE TERM 3	FCL P/P	PORT EVERGLADES PHILADELPHIA	DARAR	400V 40HC	2188	2388 USD	DOC at Origin - VATOS BUC as Freight - VATOS	CSF at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS WHA at Origin - VATOS CSF at Origin - VATOS PAD at Destination - VATOS

SEE TERM 1	FCL P/P	BALTIMORE SAVANNAH NORFOLK BOSTON CHARLESTON NEW YORK	DAKAR	480V 40HC	2381	1581 USD	DOC at Origin - VATOS BUC at Freight - VATOS DOO at Destination - VATOS	CSF at Origin - VATOS LSC at Freight - VATOS FAS at Freight - VATOS PAD at Destination - VATOS
SEE TERM 1	FCL P/P	BALTIMORE SAVANNAH NORFOLK BOSTON CHARLESTON NEW YORK	DAKAR	480V 40HC	4844	1914 USD	BUC at Freight - VATOS DOO at Origin - VATOS	LSC at Freight - VATOS FAS at Freight - VATOS CSF at Origin - VATOS PAD at Destination - VATOS
SEE TERM 1	FCL P/P	PORT EVERGLADES PHILADELPHIA	DAKAR	480V 40HC	3444	1914 USD	BUC at Freight - VATOS DOO at Origin - VATOS	LSC at Freight - VATOS FAS at Freight - VATOS CSF at Origin - VATOS PAD at Destination - VATOS
SEE TERM 1	FCL P/P	BALTIMORE SAVANNAH NORFOLK BOSTON CHARLESTON NEW YORK	LUNDA	480V 40HC	4465	2485 USD	COB at Destination - VATOS BUC at Freight - VATOS DOO at Origin - VATOS	AXA at Destination - VATOS LSC at Freight - VATOS FAS at Freight - VATOS CSF at Origin - VATOS PAD at Destination - VATOS
SEE TERM 1	FCL P/P	PORT EVERGLADES PHILADELPHIA	LUNDA	480V 40HC	4465	2485 USD	COB at Destination - VATOS BUC at Freight - VATOS DOO at Origin - VATOS	AXA at Destination - VATOS LSC at Freight - VATOS FAS at Freight - VATOS CSF at Origin - VATOS PAD at Destination - VATOS
SEE TERM 1	FCL P/P	BALTIMORE SAVANNAH NORFOLK BOSTON CHARLESTON NEW YORK	LUNDA	480V 40HC	4465	2485 USD	COB at Destination - VATOS BUC at Freight - VATOS DOO at Origin - VATOS	AXA at Destination - VATOS LSC at Freight - VATOS FAS at Freight - VATOS CSF at Origin - VATOS PAD at Destination - VATOS
SEE TERM 1	FCL P/P	PORT EVERGLADES PHILADELPHIA	LUNDA	480V 40HC	4465	2485 USD	COB at Destination - VATOS BUC at Freight - VATOS DOO at Origin - VATOS	AXA at Destination - VATOS LSC at Freight - VATOS FAS at Freight - VATOS CSF at Origin - VATOS PAD at Destination - VATOS
SEE TERM 1	FCL P/P	BALTIMORE SAVANNAH NORFOLK BOSTON CHARLESTON NEW YORK	CONGO	480V 40HC	3104	2184 USD	BUC at Freight - VATOS DOO at Origin - VATOS	CSF at Origin - VATOS LSC at Freight - VATOS FAS at Freight - VATOS PAD at Destination - VATOS
SEE TERM 1	FCL P/P	PORT EVERGLADES PHILADELPHIA	CONGO	480V 40HC	3104	2184 USD	BUC at Freight - VATOS DOO at Origin - VATOS	CSF at Origin - VATOS LSC at Freight - VATOS FAS at Freight - VATOS PAD at Destination - VATOS
SEE TERM 1	FCL P/P	BALTIMORE SAVANNAH NORFOLK BOSTON CHARLESTON NEW YORK	CONGO	480V 40HC	3104	2184 USD	BUC at Freight - VATOS DOO at Origin - VATOS	CSF at Origin - VATOS LSC at Freight - VATOS FAS at Freight - VATOS PAD at Destination - VATOS
SEE TERM 1	FCL P/P	PORT EVERGLADES PHILADELPHIA	CONGO	480V 40HC	3104	2184 USD	BUC at Freight - VATOS DOO at Origin - VATOS	CSF at Origin - VATOS LSC at Freight - VATOS FAS at Freight - VATOS PAD at Destination - VATOS
SEE TERM 1	FCL P/P	BALTIMORE SAVANNAH NORFOLK BOSTON CHARLESTON NEW YORK	CONGO	480V 40HC	3104	2184 USD	BUC at Freight - VATOS DOO at Origin - VATOS	CSF at Origin - VATOS LSC at Freight - VATOS FAS at Freight - VATOS PAD at Destination - VATOS
SEE TERM 1	FCL P/P	PORT EVERGLADES PHILADELPHIA	CONGO	480V 40HC	3104	2184 USD	BUC at Freight - VATOS DOO at Origin - VATOS	CSF at Origin - VATOS LSC at Freight - VATOS FAS at Freight - VATOS PAD at Destination - VATOS

1 Freight charges

USA TO NORTH AFRICA

Remarks: Subject to ISPS at Origin VATOS always applicable

Subject to ISPS at Origin VATOS always applicable

Subject to ISPS at Origin VATOS always applicable

Subject to ISPS at Origin VATOS always applicable

Subject to ISPS at Origin VATOS always applicable

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Subject to ISPS at Origin VATOS always applicable





SEE TERM 3	FCL P/P	PORT EVERGLADES	MIAMI	200V	1336	1336 USD	DOC at Origin - VATOS BUC as Freight - VATOS EBS at Destination - VATOS PAD at Destination - VATOS	CSP at Origin - VATOS WHA at Origin - VATOS PAS as Freight - VATOS WAR as Freight - VATOS	FREE OUT
SEE TERM 3	FCL P/P	PORT EVERGLADES	MIAMI	400V 40HC	1444	1444 USD	DOC at Origin - VATOS BUC as Freight - VATOS EBS at Destination - VATOS PAD at Destination - VATOS	CSP at Origin - VATOS WHA at Origin - VATOS PAS as Freight - VATOS WAR as Freight - VATOS	FREE OUT
SEE TERM 3	FCL P/P	NEW ORLEANS	MIAMI	200V	1440	1440 USD	DOC at Origin - VATOS BUC as Freight - VATOS EBS at Destination - VATOS PAD at Destination - VATOS	CSP at Origin - VATOS WHA at Origin - VATOS PAS as Freight - VATOS WAR as Freight - VATOS	FREE OUT
SEE TERM 3	FCL P/P	NEW ORLEANS	MIAMI	400V 40HC	1444	1444 USD	DOC at Origin - VATOS BUC as Freight - VATOS EBS at Destination - VATOS PAD at Destination - VATOS	CSP at Origin - VATOS WHA at Origin - VATOS PAS as Freight - VATOS WAR as Freight - VATOS	FREE OUT
SEE TERM 3	FCL P/P	OAKLAND LONG BEACH	MIAMI	200V	1448	1448 USD	DOC at Origin - VATOS BUC as Freight - VATOS EBS at Destination - VATOS PAD at Destination - VATOS	CSP at Origin - VATOS WHA at Origin - VATOS PAS as Freight - VATOS WAR as Freight - VATOS	FREE OUT
SEE TERM 3	FCL P/P	OAKLAND LONG BEACH	MIAMI	400V 40HC	1444	1444 USD	DOC at Origin - VATOS BUC as Freight - VATOS EBS at Destination - VATOS PAD at Destination - VATOS	CSP at Origin - VATOS WHA at Origin - VATOS PAS as Freight - VATOS WAR as Freight - VATOS	FREE OUT
SEE TERM 3	FCL P/P	SAVANNAH CHARLESTON NEW YORK NORFOLK	CASABLANCA	200V	1448	1448 USD	DOC at Origin - VATOS BUC as Freight - VATOS EBS at Destination - VATOS PAD at Destination - VATOS	CSP at Origin - VATOS WHA at Origin - VATOS PAS as Freight - VATOS WAR as Freight - VATOS	FREE OUT
SEE TERM 3	FCL P/P	SAVANNAH CHARLESTON NEW YORK NORFOLK	CASABLANCA	400V 40HC	1444	1444 USD	DOC at Origin - VATOS BUC as Freight - VATOS EBS at Destination - VATOS PAD at Destination - VATOS	CSP at Origin - VATOS WHA at Origin - VATOS PAS as Freight - VATOS WAR as Freight - VATOS	FREE OUT
SEE TERM 3	FCL P/P	BOSTON BALTIMORE	CASABLANCA	200V	1448	1448 USD	DOC at Origin - VATOS BUC as Freight - VATOS EBS at Destination - VATOS PAD at Destination - VATOS	CSP at Origin - VATOS WHA at Origin - VATOS PAS as Freight - VATOS WAR as Freight - VATOS	FREE OUT
SEE TERM 3	FCL P/P	BOSTON BALTIMORE	CASABLANCA	400V 40HC	1444	1444 USD	DOC at Origin - VATOS BUC as Freight - VATOS EBS at Destination - VATOS PAD at Destination - VATOS	CSP at Origin - VATOS WHA at Origin - VATOS PAS as Freight - VATOS WAR as Freight - VATOS	FREE OUT
SEE TERM 3	FCL P/P	PORT EVERGLADES	CASABLANCA	200V	1448	1448 USD	DOC at Origin - VATOS BUC as Freight - VATOS EBS at Destination - VATOS PAD at Destination - VATOS	CSP at Origin - VATOS WHA at Origin - VATOS PAS as Freight - VATOS WAR as Freight - VATOS	FREE OUT
SEE TERM 3	FCL P/P	PORT EVERGLADES	CASABLANCA	400V 40HC	1444	1444 USD	DOC at Origin - VATOS BUC as Freight - VATOS EBS at Destination - VATOS PAD at Destination - VATOS	CSP at Origin - VATOS WHA at Origin - VATOS PAS as Freight - VATOS WAR as Freight - VATOS	FREE OUT
SEE TERM 3	FCL P/P	HOUSTON	CASABLANCA	200V	1448	1448 USD	DOC at Origin - VATOS BUC as Freight - VATOS EBS at Destination - VATOS PAD at Destination - VATOS	CSP at Origin - VATOS WHA at Origin - VATOS PAS as Freight - VATOS WAR as Freight - VATOS	FREE OUT
SEE TERM 3	FCL P/P	HOUSTON	CASABLANCA	400V 40HC	1444	1444 USD	DOC at Origin - VATOS BUC as Freight - VATOS EBS at Destination - VATOS PAD at Destination - VATOS	CSP at Origin - VATOS WHA at Origin - VATOS PAS as Freight - VATOS WAR as Freight - VATOS	FREE OUT
SEE TERM 3	FCL P/P	NEW ORLEANS	CASABLANCA	200V	1448	1448 USD	DOC at Origin - VATOS BUC as Freight - VATOS EBS at Destination - VATOS PAD at Destination - VATOS	CSP at Origin - VATOS WHA at Origin - VATOS PAS as Freight - VATOS WAR as Freight - VATOS	FREE OUT
SEE TERM 3	FCL P/P	NEW ORLEANS	CASABLANCA	400V 40HC	1444	1444 USD	DOC at Origin - VATOS BUC as Freight - VATOS EBS at Destination - VATOS PAD at Destination - VATOS	CSP at Origin - VATOS WHA at Origin - VATOS PAS as Freight - VATOS WAR as Freight - VATOS	FREE OUT
SEE TERM 3	FCL P/P	LONG BEACH OAKLAND	CASABLANCA	200V	1448	1448 USD	DOC at Origin - VATOS BUC as Freight - VATOS EBS at Destination - VATOS PAD at Destination - VATOS	CSP at Origin - VATOS WHA at Origin - VATOS PAS as Freight - VATOS WAR as Freight - VATOS	FREE OUT
SEE TERM 3	FCL P/P	LONG BEACH OAKLAND	CASABLANCA	400V 40HC	1444	1444 USD	DOC at Origin - VATOS BUC as Freight - VATOS EBS at Destination - VATOS PAD at Destination - VATOS	CSP at Origin - VATOS WHA at Origin - VATOS PAS as Freight - VATOS WAR as Freight - VATOS	FREE OUT

2 Origin inland charges

Remits: HAZARDOUS SHIPMENTS ARE SUBJECT TO HAZARDOUS SURCHARGE AS PER INLAND TARIFF

Comments: (insert) 100% HAZARDOUS SURCHARGE AS PER INLAND TARIFF

NAI CHICAGO, IL 60606 NEW YORK 400V 40HC

143 USD FES at Origin - VATOS

143 USD FES at Origin - VATOS

3 Miscellaneous charges  
 Remarks: Free time at Origin 10 business days for empty equipment and chassis.  
 Next 10 days after free time the rate is \$200 constant per day.

Port	Rate	Unit	Remarks
BOSTON	2000	40HC	Demurrage
CHARLESTON	4000	40HC	
HOUSTON			
LONG BEACH			
BALTIMORE			
NEW ORLEANS			
NEW YORK			
OAKLAND			
PORT FOLK			
PORT EVERGLADES			
PHILADELPHIA			
SAVANNAH			

Charges legend

AOA	ANGOLA OPERATIONS ADDITIONAL
BUC	BUNKER CONTRIBUTION
CCO	CARGO DATA DECLARATION
CSB	CONGESTION SURCHARGE
CSF	CARRIER SECURITY FEE
CUS	CUSTOMS DUTY
DOC	DOCUMENTATION FEE
EBB	EQUIPMENT IMBALANCE SURCHARGE
FAS	FUEL ADDITIONAL SURCHARGE
FEB	FUEL ESCALATION SURCHARGE
LSC	LOW SULPHUR FUEL CONTRIBUTION
PAQ	PORT SURCHARGE
PUP	PICK UP CHARGE
THC	TERMINAL HANDLING CHARGE
WAR	WAR RISK PREMIUM
WHA	WHARFAGE

Rate Agreement No.: R0380600000148 Customer: EMPIRE UNITED LINES  
 SVC No. 12-335WW Code: US008222  
 Effective from: 18th December 2012 Address: 2303 Conny Pl Ave  
 Effective to: 17th December 2013 BROOKLYN NEW YORK UNITED STATES  
 Scope: MVCTEUs: 500 TEUs NEW YORK  
 ZIP/Postal code: 11223  
 Scope: USA TO IPMR

# 1. Freight charges

USA TO MIDDLE EAST & GULF

Remarks: Subject to ISPS at Origin VATOS always applicable

Subject to Export Charges Usage (ECU) at Origin VATOS

Commodity	Port of Origin	Port of Destination	Rate	Unit	Remarks
SEE TERM 3	FCL P/P	SHUWAH SHUABA	1403 USD	20CV	DOO at Origin - VATOS PRB as Freight - VATOS BUC as Freight - VATOS WAR as Freight - VATOS THC at Destination - VATOS
SEE TERM 3	FCL P/P	LONG BEACH OAKLAND	1751 USD	40CV	DOO at Origin - VATOS PRB as Freight - VATOS BUC as Freight - VATOS WAR as Freight - VATOS THC at Destination - VATOS
SEE TERM 3	FCL P/P	NEW ORLEANS	1405 USD	20CV	DOO at Origin - VATOS PRB as Freight - VATOS BUC as Freight - VATOS WAR as Freight - VATOS THC at Destination - VATOS
SEE TERM 3	FCL P/P	NEW ORLEANS	1755 USD	40CV	DOO at Origin - VATOS PRB as Freight - VATOS BUC as Freight - VATOS WAR as Freight - VATOS THC at Destination - VATOS
SEE TERM 3	FCL P/P	HOUSTON	1325 USD	20CV	DOO at Origin - VATOS PRB as Freight - VATOS BUC as Freight - VATOS WAR as Freight - VATOS THC at Destination - VATOS
SEE TERM 3	FCL P/P	HOUSTON	1655 USD	40CV	DOO at Origin - VATOS PRB as Freight - VATOS BUC as Freight - VATOS WAR as Freight - VATOS THC at Destination - VATOS
SEE TERM 3	FCL P/P	JACKSONVILLE BALTIMORE BOSTON	1335 USD	20CV	DOO at Origin - VATOS PRB as Freight - VATOS BUC as Freight - VATOS WAR as Freight - VATOS THC at Destination - VATOS
SEE TERM 3	FCL P/P	BALTIMORE BOSTON JACKSONVILLE	1655 USD	40CV	DOO at Origin - VATOS PRB as Freight - VATOS BUC as Freight - VATOS WAR as Freight - VATOS THC at Destination - VATOS
SEE TERM 3	FCL P/P	PHILADELPHIA PORT EVERGLADES	1245 USD	20CV	DOO at Origin - VATOS PRB as Freight - VATOS BUC as Freight - VATOS WAR as Freight - VATOS THC at Destination - VATOS
SEE TERM 3	FCL P/P	PHILADELPHIA PORT EVERGLADES	1535 USD	40CV	DOO at Origin - VATOS PRB as Freight - VATOS BUC as Freight - VATOS WAR as Freight - VATOS THC at Destination - VATOS
SEE TERM 3	FCL P/P	NEW YORK NORFOLK CHARLESTON SAVANNAH	1245 USD	20CV	DOO at Origin - VATOS PRB as Freight - VATOS BUC as Freight - VATOS WAR as Freight - VATOS THC at Destination - VATOS
SEE TERM 3	FCL P/P	SAVANNAH NORFOLK CHARLESTON NEW YORK	1535 USD	40CV	DOO at Origin - VATOS PRB as Freight - VATOS BUC as Freight - VATOS WAR as Freight - VATOS THC at Destination - VATOS
SEE TERM 3	FCL P/P	OAKLAND LONG BEACH	1403 USD	20CV	DOO at Origin - VATOS PRB as Freight - VATOS BUC as Freight - VATOS WAR as Freight - VATOS THC at Destination - VATOS

SEE TERM 3	FCL P/P	LONG BEACH OAKLAND	ABU DHABI SHARJAH	400V 40HC	1731 USD	DOC at Origin - VATOS PRB as Freight - VATOS BUC as Freight - VATOS	THC at Destination - VATOS CSF at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS THC at Destination - VATOS
SEE TERM 3	FCL P/P	NEW ORLEANS	ABU DHABI SHARJAH	200V	1465 USD	DOC at Origin - VATOS PRB as Freight - VATOS BUC as Freight - VATOS	CSF at Origin - VATOS WHA at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS THC at Destination - VATOS
SEE TERM 3	FCL P/P	NEW ORLEANS	SHARJAH ABU DHABI	400V 40HC	1735 USD	DOC at Origin - VATOS BUC as Freight - VATOS PRB as Freight - VATOS	CSF at Origin - VATOS WHA at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS THC at Destination - VATOS
SEE TERM 3	FCL P/P	OAKLAND LONG BEACH	SHARJAH ABU DHABI	200V	1403 USD	DOC at Origin - VATOS PRB as Freight - VATOS BUC as Freight - VATOS	CSF at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS THC at Destination - VATOS
SEE TERM 3	FCL P/P	LONG BEACH OAKLAND	ABU DHABI SHARJAH	400V 40HC	1731 USD	DOC at Origin - VATOS PRB as Freight - VATOS BUC as Freight - VATOS	CSF at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS THC at Destination - VATOS
SEE TERM 3	FCL P/P	BAVARIA NEW YORK CHARLESTON NORFOLK	ABU DHABI SHARJAH	200V	1245 USD	DOC at Origin - VATOS PRB as Freight - VATOS BUC as Freight - VATOS	CSF at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS THC at Destination - VATOS
SEE TERM 3	FCL P/P	CHARLESTON SAVANNAH NORFOLK NEW YORK	SHARJAH ABU DHABI	400V 40HC	1355 USD	DOC at Origin - VATOS BUC as Freight - VATOS PRB as Freight - VATOS	CSF at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS THC at Destination - VATOS
SEE TERM 3	FCL P/P	PHILADELPHIA PORT EVERGLADES	ABU DHABI SHARJAH	200V	1245 USD	DOC at Origin - VATOS PRB as Freight - VATOS BUC as Freight - VATOS	CSF at Origin - VATOS WHA at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS THC at Destination - VATOS
SEE TERM 3	FCL P/P	PHILADELPHIA PORT EVERGLADES	ABU DHABI SHARJAH	400V 40HC	1355 USD	DOC at Origin - VATOS BUC as Freight - VATOS PRB as Freight - VATOS	CSF at Origin - VATOS WHA at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS THC at Destination - VATOS
SEE TERM 3	FCL P/P	BALTIMORE JACKSONVILLE BOSTON	SHARJAH ABU DHABI	200V	1325 USD	DOC at Origin - VATOS PRB as Freight - VATOS BUC as Freight - VATOS	CSF at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS THC at Destination - VATOS
SEE TERM 3	FCL P/P	JACKSONVILLE BOSTON BALTIMORE	SHARJAH ABU DHABI	400V 40HC	1635 USD	DOC at Origin - VATOS BUC as Freight - VATOS PRB as Freight - VATOS	CSF at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS THC at Destination - VATOS
SEE TERM 3	FCL P/P	HOUSTON	SHARJAH ABU DHABI	200V	1325 USD	DOC at Origin - VATOS PRB as Freight - VATOS BUC as Freight - VATOS	CSF at Origin - VATOS WHA at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS THC at Destination - VATOS
SEE TERM 3	FCL P/P	HOUSTON	ABU DHABI SHARJAH	400V 40HC	1635 USD	DOC at Origin - VATOS PRB as Freight - VATOS BUC as Freight - VATOS	CSF at Origin - VATOS WHA at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS THC at Destination - VATOS
SEE TERM 3	FCL P/P	OAKLAND LONG BEACH	AJMAN MUSCAT BAHRAIN	200V	1435 USD	DOC at Origin - VATOS BUC as Freight - VATOS	CSF at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS THC at Destination - VATOS
SEE TERM 3	FCL P/P	LONG BEACH OAKLAND	AJMAN BAHRAIN MUSCAT	400V 40HC	1631 USD	DOC at Origin - VATOS PRB as Freight - VATOS BUC as Freight - VATOS	CSF at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS THC at Destination - VATOS
SEE TERM 3	FCL P/P	NEW ORLEANS	BAHRAIN AJMAN MUSCAT	200V	1445 USD	DOC at Origin - VATOS PRB as Freight - VATOS BUC as Freight - VATOS	CSF at Origin - VATOS WHA at Origin - VATOS LSC as Freight - VATOS

SEE TERM 3	FCL P/P	NEW ORLEANS	ALBAN MUSCAT BAHRAIN	400V 40HC	1835 USD	DOC at Origin - VATOS PRB as Freight - VATOS BUC as Freight - VATOS	FAS as Freight - VATOS THC at Destination - VATOS WHA at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS THC at Destination - VATOS
SEE TERM 3	FCL P/P	HOUSTON	BAHRAIN MUSCAT AJMAN	200V	1403 USD	DOC at Origin - VATOS PRB as Freight - VATOS BUC as Freight - VATOS	CSF at Origin - VATOS WHA at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS THC at Destination - VATOS
SEE TERM 3	FCL P/P	HOUSTON	AJMAN BAHRAIN MUSCAT	400V 40HC	1735 USD	DOC at Origin - VATOS PRB as Freight - VATOS BUC as Freight - VATOS	CSF at Origin - VATOS WHA at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS THC at Destination - VATOS
SEE TERM 3	FCL P/P	BALTIMORE BOSTON JACKSONVILLE	BAHRAIN MUSCAT AJMAN	200V	1405 USD	DOC at Origin - VATOS PRB as Freight - VATOS BUC as Freight - VATOS	CSF at Origin - VATOS WHA at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS THC at Destination - VATOS
SEE TERM 3	FCL P/P	JACKSONVILLE BOSTON BALTIMORE	AJMAN MUSCAT BAHRAIN	400V 40HC	1735 USD	DOC at Origin - VATOS PRB as Freight - VATOS BUC as Freight - VATOS	CSF at Origin - VATOS WHA at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS THC at Destination - VATOS
SEE TERM 3	FCL P/P	PHILADELPHIA PORT EVERGLADES	AJMAN MUSCAT BAHRAIN	200V	1325 USD	DOC at Origin - VATOS PRB as Freight - VATOS BUC as Freight - VATOS	CSF at Origin - VATOS WHA at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS THC at Destination - VATOS
SEE TERM 3	FCL P/P	PORT EVERGLADES PHILADELPHIA	MUSCAT BAHRAIN AJMAN	400V 40HC	1635 USD	DOC at Origin - VATOS PRB as Freight - VATOS BUC as Freight - VATOS	CSF at Origin - VATOS WHA at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS THC at Destination - VATOS
SEE TERM 3	FCL P/P	NEW YORK BALTIMORE NORFOLK CHARLESTON	MUSCAT AJMAN BAHRAIN	200V	1325 USD	DOC at Origin - VATOS PRB as Freight - VATOS BUC as Freight - VATOS	CSF at Origin - VATOS WHA at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS THC at Destination - VATOS
SEE TERM 3	FCL P/P	NEW YORK CHARLESTON BALTIMORE NORFOLK	MUSCAT BAHRAIN AJMAN	400V 40HC	1635 USD	DOC at Origin - VATOS PRB as Freight - VATOS BUC as Freight - VATOS	CSF at Origin - VATOS WHA at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS THC at Destination - VATOS
SEE TERM 3	FCL P/P	LONG BEACH OAKLAND	AD DAMMAN	200V	1383 USD	DOC at Origin - VATOS PRB as Freight - VATOS BUC as Freight - VATOS	CSF at Origin - VATOS WHA at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS THC at Destination - VATOS
SEE TERM 3	FCL P/P	LONG BEACH OAKLAND	AD DAMMAN	400V 40HC	1701 USD	DOC at Origin - VATOS PRB as Freight - VATOS BUC as Freight - VATOS	CSF at Origin - VATOS WHA at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS THC at Destination - VATOS
SEE TERM 3	FCL P/P	NEW ORLEANS	AD DAMMAN	200V	1385 USD	DOC at Origin - VATOS PRB as Freight - VATOS BUC as Freight - VATOS	CSF at Origin - VATOS WHA at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS THC at Destination - VATOS
SEE TERM 3	FCL P/P	NEW ORLEANS	AD DAMMAN	400V 40HC	1705 USD	DOC at Origin - VATOS PRB as Freight - VATOS BUC as Freight - VATOS	CSF at Origin - VATOS WHA at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS THC at Destination - VATOS
SEE TERM 3	FCL P/P	HOUSTON	AD DAMMAN	200V	1285 USD	DOC at Origin - VATOS PRB as Freight - VATOS BUC as Freight - VATOS	CSF at Origin - VATOS WHA at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS THC at Destination - VATOS

SEE TERM 3	FCL P/P	HOUSTON	AD DAMMAM	40DV 40HC	1905 USD	DOC at Origin - VATOS PRB as Freight - VATOS BUC as Freight - VATOS	COS at Destination - VATOS CSF at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS OCC at Destination - VATOS WHA at Origin - VATOS CGB at Destination - VATOS	LINER OUT
SEE TERM 3	FCL P/P	JACKSONVILLE BALTIMORE BOSTON	AD DAMMAM	20DV	1285 USD	DOC at Origin - VATOS PRB as Freight - VATOS BUC as Freight - VATOS	CSF at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS OCC at Destination - VATOS	LINER OUT
SEE TERM 3	FCL P/P	BOSTON BALTIMORE JACKSONVILLE	AD DAMMAM	40DV 40HC	1605 USD	DOC at Origin - VATOS BUC as Freight - VATOS PRB as Freight - VATOS	CSF at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS OCC at Origin - VATOS CGB at Destination - VATOS	LINER OUT
SEE TERM 3	FCL P/P	PHILADELPHIA PORT EVERGLADES	AD DAMMAM	20DV	1205 USD	DOC at Origin - VATOS BUC as Freight - VATOS PRB as Freight - VATOS	CSF at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS OCC at Destination - VATOS WHA at Origin - VATOS CGB at Destination - VATOS	LINER OUT
SEE TERM 3	FCL P/P	PORT EVERGLADES PHILADELPHIA	AD DAMMAM	40DV 40HC	1605 USD	DOC at Origin - VATOS BUC as Freight - VATOS PRB as Freight - VATOS	CSF at Origin - VATOS WHA at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS OCC at Destination - VATOS	LINER OUT
SEE TERM 3	FCL P/P	NEW YORK CHARLESTON SAVANNAH NORFOLK	AD DAMMAM	20DV	1905 USD	DOC at Origin - VATOS BUC as Freight - VATOS PRB as Freight - VATOS	CSF at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS OCC at Destination - VATOS	LINER OUT
SEE TERM 3	FCL P/P	NEW YORK NORFOLK CHARLESTON SAVANNAH	AD DAMMAM	40DV 40HC	1605 USD	DOC at Origin - VATOS PRB as Freight - VATOS	CSF at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS OCC at Destination - VATOS	LINER OUT
SEE TERM 3	FCL P/P	LONG BEACH OAKLAND	JEBEL ALI	20DV	1085 USD	DOC at Origin - VATOS BUC as Freight - VATOS PRB as Freight - VATOS	CSF at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS OCC at Destination - VATOS	LINER OUT
SEE TERM 3	FCL P/P	LONG BEACH OAKLAND	JEBEL ALI	40DV 40HC	1351 USD	DOC at Origin - VATOS BUC as Freight - VATOS PRB as Freight - VATOS	CSF at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS OCC at Destination - VATOS	LINER OUT
SEE TERM 3	FCL P/P	PORT EVERGLADES PHILADELPHIA	JEBEL ALI	20DV	925 USD	DOC at Origin - VATOS BUC as Freight - VATOS PRB as Freight - VATOS	CSF at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS OCC at Destination - VATOS	LINER OUT
SEE TERM 3	FCL P/P	PORT EVERGLADES PHILADELPHIA	JEBEL ALI	40DV 40HC	1185 USD	DOC at Origin - VATOS BUC as Freight - VATOS PRB as Freight - VATOS	CSF at Origin - VATOS WHA at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS OCC at Destination - VATOS	LINER OUT
SEE TERM 3	FCL P/P	JACKSONVILLE BOSTON BALTIMORE	JEBEL ALI	20DV	1005 USD	DOC at Origin - VATOS BUC as Freight - VATOS PRB as Freight - VATOS	CSF at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS OCC at Destination - VATOS	LINER OUT
SEE TERM 3	FCL P/P	BALTIMORE BOSTON JACKSONVILLE	JEBEL ALI	40DV 40HC	1255 USD	DOC at Origin - VATOS PRB as Freight - VATOS	CSF at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS OCC at Destination - VATOS	LINER OUT
SEE TERM 3	FCL P/P	CHARLESTON SAVANNAH NORFOLK NEW YORK	JEBEL ALI	20DV	925 USD	DOC at Origin - VATOS PRB as Freight - VATOS BUC as Freight - VATOS	CSF at Origin - VATOS LSC as Freight - VATOS FAS as Freight - VATOS OCC at Destination - VATOS	LINER OUT
SEE TERM 3	FCL P/P	NEW YORK	JEBEL ALI	40DV	1145 USD	DOC at Origin - VATOS	CSF at Origin - VATOS	LINER OUT

SEE TERM 3	FCL P/P	SAVANNAH NORFOLK CHARLESTON NEW ORLEANS	JEBEL ALI	40HC	1065 USD	BUC as Freight VATOS PRB as Freight VATOS	LSC as Freight VATOS FAS as Freight VATOS THC at Destination - VATOS
SEE TERM 3	FCL P/P	NEW ORLEANS	JEBEL ALI	40DV 40HC	1345 USD	DOC at Origin - VATOS BUC as Freight VATOS PRB as Freight VATOS	THC at Destination - VATOS LSC as Freight VATOS FAS as Freight VATOS WHA at Origin - VATOS
SEE TERM 3	FCL P/P	HOUSTON	JEBEL ALI	20DV	1008 USD 1084 (AMN 3)	DOC at Origin - VATOS BUC as Freight VATOS PRB as Freight VATOS	THC at Destination - VATOS LSC as Freight VATOS FAS as Freight VATOS WHA at Origin - VATOS
SEE TERM 3	FCL P/P	HOUSTON	JEBEL ALI	40DV 40HC	1345 USD 1352 (AMN 3)	DOC at Origin - VATOS BUC as Freight VATOS PRB as Freight VATOS	THC at Destination - VATOS LSC as Freight VATOS FAS as Freight VATOS WHA at Origin - VATOS
SEE TERM 3	FCL P/P	LONG BEACH OAKLAND	Umm Qasr PT	20DV	1863 USD	DOC at Origin - VATOS PRB as Freight VATOS BUC as Freight VATOS	THC at Destination - VATOS LSC as Freight VATOS FAS as Freight VATOS WHA at Origin - VATOS
SEE TERM 3	FCL P/P	OAKLAND LONG BEACH	Umm Qasr PT	40DV 40HC	2451 USD	DOC at Origin - VATOS PRB as Freight VATOS BUC as Freight VATOS	THC at Destination - VATOS LSC as Freight VATOS FAS as Freight VATOS WHA at Origin - VATOS
SEE TERM 3	FCL P/P	NEW ORLEANS	Umm Qasr PT	20DV	1863 USD	DOC at Origin - VATOS PRB as Freight VATOS BUC as Freight VATOS	THC at Destination - VATOS LSC as Freight VATOS FAS as Freight VATOS WHA at Origin - VATOS
SEE TERM 3	FCL P/P	NEW ORLEANS	Umm Qasr PT	40DV 40HC	2451 USD	DOC at Origin - VATOS PRB as Freight VATOS BUC as Freight VATOS	THC at Destination - VATOS LSC as Freight VATOS FAS as Freight VATOS WHA at Origin - VATOS
SEE TERM 3	FCL P/P	HOUSTON	Umm Qasr PT	20DV	1863 USD	DOC at Origin - VATOS PRB as Freight VATOS BUC as Freight VATOS	THC at Destination - VATOS LSC as Freight VATOS FAS as Freight VATOS WHA at Origin - VATOS
SEE TERM 3	FCL P/P	HOUSTON	Umm Qasr PT	40DV 40HC	2451 USD	DOC at Origin - VATOS PRB as Freight VATOS BUC as Freight VATOS	THC at Destination - VATOS LSC as Freight VATOS FAS as Freight VATOS WHA at Origin - VATOS
SEE TERM 3	FCL P/P	PHILADELPHIA PORT EVERGLADES	Umm Qasr PT	20DV	2355 USD	DOC at Origin - VATOS PRB as Freight VATOS BUC as Freight VATOS	THC at Destination - VATOS LSC as Freight VATOS FAS as Freight VATOS WHA at Origin - VATOS
SEE TERM 3	FCL P/P	PHILADELPHIA	Umm Qasr PT	40DV 40HC	2355 USD	DOC at Origin - VATOS PRB as Freight VATOS BUC as Freight VATOS	THC at Destination - VATOS LSC as Freight VATOS FAS as Freight VATOS WHA at Origin - VATOS
SEE TERM 3	FCL P/P	PORT EVERGLADES PHILADELPHIA	Umm Qasr PT	20DV	2355 USD	DOC at Origin - VATOS PRB as Freight VATOS BUC as Freight VATOS	THC at Destination - VATOS LSC as Freight VATOS FAS as Freight VATOS WHA at Origin - VATOS
SEE TERM 3	FCL P/P	JACKSONVILLE BOSTON BALTIMORE	Umm Qasr PT	20DV	1865 USD	DOC at Origin - VATOS PRB as Freight VATOS BUC as Freight VATOS	THC at Destination - VATOS LSC as Freight VATOS FAS as Freight VATOS WHA at Origin - VATOS
SEE TERM 3	FCL P/P	JACKSONVILLE BALTIMORE	Umm Qasr PT	40DV 40HC	2355 USD	DOC at Origin - VATOS PRB as Freight VATOS BUC as Freight VATOS	THC at Destination - VATOS LSC as Freight VATOS FAS as Freight VATOS WHA at Origin - VATOS
SEE TERM 3	FCL P/P	NEW YORK	Umm Qasr PT	20DV	1865 USD	DOC at Origin - VATOS	THC at Destination - VATOS





SEE TERM 3	FCL P/P	LONG BEACH OAKLAND	AL 'ADABAH	400V 40HC	1444	1776 USD	BUC as Freight DOC at Origin	VATOS VATOS	FAS as Freight CSF at Origin	VATOS VATOS	LINER OUT
SEE TERM 3	FCL P/P	NEW ORLEANS	AL 'ADABAH	200V	1424	1424 USD	BUC as Freight DOC at Origin	VATOS VATOS	FAS as Freight CSF at Origin	VATOS VATOS	LINER OUT
SEE TERM 3	FCL P/P	NEW ORLEANS	AL 'ADABAH	400V 40HC	1444	1740 USD	BUC as Freight DOC at Origin	VATOS VATOS	FAS as Freight CSF at Origin	VATOS VATOS	LINER OUT
SEE TERM 3	FCL P/P	HOUSTON	AL 'ADABAH	200V	1444	1344 USD	BUC as Freight DOC at Origin	VATOS VATOS	FAS as Freight CSF at Origin	VATOS VATOS	LINER OUT
SEE TERM 3	FCL P/P	HOUSTON	AL 'ADABAH	400V 40HC	1444	1680 USD	BUC as Freight DOC at Origin	VATOS VATOS	FAS as Freight CSF at Origin	VATOS VATOS	LINER OUT
SEE TERM 3	FCL P/P	BOSTON JACKSONVILLE	AL 'ADABAH	200V	1444	1344 USD	BUC as Freight DOC at Origin	VATOS VATOS	FAS as Freight CSF at Origin	VATOS VATOS	LINER OUT
SEE TERM 3	FCL P/P	JACKSONVILLE BOSTON	AL 'ADABAH	400V 40HC	1444	1680 USD	BUC as Freight DOC at Origin	VATOS VATOS	FAS as Freight CSF at Origin	VATOS VATOS	LINER OUT
SEE TERM 3	FCL P/P	PORT EVERGLADES PHILADELPHIA	AL 'ADABAH	200V	1444	1344 USD	BUC as Freight DOC at Origin	VATOS VATOS	FAS as Freight CSF at Origin	VATOS VATOS	LINER OUT
SEE TERM 3	FCL P/P	PORT EVERGLADES PHILADELPHIA	AL 'ADABAH	400V 40HC	1444	1680 USD	BUC as Freight DOC at Origin	VATOS VATOS	FAS as Freight CSF at Origin	VATOS VATOS	LINER OUT
SEE TERM 3	FCL P/P	NORFOLK CHARLESTON	AL 'ADABAH	200V	1444	1344 USD	BUC as Freight DOC at Origin	VATOS VATOS	FAS as Freight CSF at Origin	VATOS VATOS	LINER OUT
SEE TERM 3	FCL P/P	SAVANNAH NEW YORK	AL 'ADABAH	400V 40HC	1444	1680 USD	BUC as Freight DOC at Origin	VATOS VATOS	FAS as Freight CSF at Origin	VATOS VATOS	LINER OUT
SEE TERM 3	FCL P/P	NORFOLK CHARLESTON	AL 'ADABAH	200V	1444	1344 USD	BUC as Freight DOC at Origin	VATOS VATOS	FAS as Freight CSF at Origin	VATOS VATOS	LINER OUT
SEE TERM 3	FCL P/P	SAVANNAH NEW YORK	HOSEIDAH	400V 40HC	1444	1680 USD	BUC as Freight DOC at Origin	VATOS VATOS	FAS as Freight CSF at Origin	VATOS VATOS	LINER OUT
SEE TERM 3	FCL P/P	BOSTON JACKSONVILLE	HOSEIDAH	200V	1444	1344 USD	BUC as Freight DOC at Origin	VATOS VATOS	FAS as Freight CSF at Origin	VATOS VATOS	LINER OUT
SEE TERM 3	FCL P/P	JACKSONVILLE BOSTON	HOSEIDAH	400V 40HC	1444	1680 USD	BUC as Freight DOC at Origin	VATOS VATOS	FAS as Freight CSF at Origin	VATOS VATOS	LINER OUT
SEE TERM 3	FCL P/P	PHILADELPHIA PORT EVERGLADES	HOSEIDAH	200V	1444	1344 USD	BUC as Freight DOC at Origin	VATOS VATOS	FAS as Freight CSF at Origin	VATOS VATOS	LINER OUT
SEE TERM 3	FCL P/P	PORT EVERGLADES PHILADELPHIA	HOSEIDAH	400V 40HC	1444	1680 USD	BUC as Freight DOC at Origin	VATOS VATOS	FAS as Freight CSF at Origin	VATOS VATOS	LINER OUT
SEE TERM 3	FCL P/P	SAVANNAH NORFOLK	HOSEIDAH	200V	1444	1344 USD	BUC as Freight DOC at Origin	VATOS VATOS	FAS as Freight CSF at Origin	VATOS VATOS	LINER OUT
SEE TERM 3	FCL P/P	CHARLESTON NEW YORK	HOSEIDAH	400V 40HC	1444	1680 USD	BUC as Freight DOC at Origin	VATOS VATOS	FAS as Freight CSF at Origin	VATOS VATOS	LINER OUT
SEE TERM 3	FCL P/P	NORFOLK CHARLESTON	HOSEIDAH	200V	1444	1344 USD	BUC as Freight DOC at Origin	VATOS VATOS	FAS as Freight CSF at Origin	VATOS VATOS	LINER OUT
SEE TERM 3	FCL P/P	SAVANNAH NEW ORLEANS	HOSEIDAH	400V 40HC	1444	1680 USD	BUC as Freight DOC at Origin	VATOS VATOS	FAS as Freight CSF at Origin	VATOS VATOS	LINER OUT
SEE TERM 3	FCL P/P	NEW ORLEANS	HOSEIDAH	200V	1444	1344 USD	BUC as Freight DOC at Origin	VATOS VATOS	FAS as Freight CSF at Origin	VATOS VATOS	LINER OUT
SEE TERM 3	FCL P/P	NEW ORLEANS	HOSEIDAH	400V 40HC	1444	1680 USD	BUC as Freight DOC at Origin	VATOS VATOS	FAS as Freight CSF at Origin	VATOS VATOS	LINER OUT

SEE TERM 3	FCL P/P	LONG BEACH OAKLAND	HOEDEDAH	200V	4243	1341 USD	BUC as Freight - VATOS PRB as Freight - VATOS	LSC as Freight - VATOS FAS as Freight - VATOS CSF as Origin - VATOS	LINER OUT
SEE TERM 3	FCL P/P	LONG BEACH OAKLAND	HOEDEDAH	400V 40HC	4243	1676 USD	BUC as Freight - VATOS PRB as Freight - VATOS	LSC as Freight - VATOS FAS as Freight - VATOS CSF as Origin - VATOS	LINER OUT
SEE TERM 3	FCL P/P	HOUSTON	HOEDEDAH	200V	4244	1244 USD	BUC as Freight - VATOS PRB as Freight - VATOS DOC as Origin - VATOS	LSC as Freight - VATOS FAS as Freight - VATOS CSF as Origin - VATOS	LINER OUT
SEE TERM 3	FCL P/P	HOUSTON	HOEDEDAH	400V 40HC	4244	1390 USD	BUC as Freight - VATOS PRB as Freight - VATOS DOC as Origin - VATOS	LSC as Freight - VATOS FAS as Freight - VATOS CSF as Origin - VATOS	LINER OUT
SEE TERM 3	FCL P/P	OAKLAND LONG BEACH	JEDDAH	200V	4245	1203 USD	BUC as Freight - VATOS DOC as Origin - VATOS	LSC as Freight - VATOS FAS as Freight - VATOS CSF as Origin - VATOS	LINER OUT
SEE TERM 3	FCL P/P	LONG BEACH OAKLAND	JEDDAH	400V 40HC	4245	1501 USD	BUC as Freight - VATOS DOC as Origin - VATOS	LSC as Freight - VATOS FAS as Freight - VATOS CSF as Origin - VATOS	LINER OUT
SEE TERM 3	FCL P/P	NEW ORLEANS	JEDDAH	200V	4245	1203 USD	BUC as Freight - VATOS DOC as Origin - VATOS	LSC as Freight - VATOS FAS as Freight - VATOS CSF as Origin - VATOS	LINER OUT
SEE TERM 3	FCL P/P	NEW ORLEANS	JEDDAH	400V 40HC	4245	1555 USD	BUC as Freight - VATOS DOC as Origin - VATOS	LSC as Freight - VATOS FAS as Freight - VATOS CSF as Origin - VATOS	LINER OUT
SEE TERM 3	FCL P/P	JACKSONVILLE BALTIMORE BOSTON	JEDDAH	200V	4258	1128 USD	BUC as Freight - VATOS DOC as Origin - VATOS	LSC as Freight - VATOS FAS as Freight - VATOS CSF as Origin - VATOS	LINER OUT
SEE TERM 3	FCL P/P	JACKSONVILLE BALTIMORE BOSTON	JEDDAH	400V 40HC	4258	1485 USD	BUC as Freight - VATOS DOC as Origin - VATOS	LSC as Freight - VATOS FAS as Freight - VATOS CSF as Origin - VATOS	LINER OUT
SEE TERM 3	FCL P/P	PORT EVERGLADES PHILADELPHIA	JEDDAH	200V	4246	1645 USD	BUC as Freight - VATOS DOC as Origin - VATOS	LSC as Freight - VATOS FAS as Freight - VATOS CSF as Origin - VATOS	LINER OUT
SEE TERM 3	FCL P/P	PHILADELPHIA PORT EVERGLADES	JEDDAH	400V 40HC	4246	1305 USD	BUC as Freight - VATOS DOC as Origin - VATOS	LSC as Freight - VATOS FAS as Freight - VATOS CSF as Origin - VATOS	LINER OUT
SEE TERM 3	FCL P/P	CHARLESTON NEW YORK SAVANNAH NORFOLK	JEDDAH	200V	4246	1645 USD	BUC as Freight - VATOS DOC as Origin - VATOS	LSC as Freight - VATOS FAS as Freight - VATOS CSF as Origin - VATOS	LINER OUT
SEE TERM 3	FCL P/P	NEW YORK NORFOLK SAVANNAH CHARLESTON	JEDDAH	400V 40HC	4246	1305 USD	BUC as Freight - VATOS DOC as Origin - VATOS	LSC as Freight - VATOS FAS as Freight - VATOS CSF as Origin - VATOS	LINER OUT
SEE TERM 3	FCL P/P	HOUSTON	JEDDAH	200V	4258	1128 USD	BUC as Freight - VATOS DOC as Origin - VATOS	LSC as Freight - VATOS FAS as Freight - VATOS CSF as Origin - VATOS	LINER OUT
SEE TERM 3	FCL P/P	HOUSTON	JEDDAH	400V 40HC	4258	1485 USD	BUC as Freight - VATOS DOC as Origin - VATOS	LSC as Freight - VATOS FAS as Freight - VATOS CSF as Origin - VATOS	LINER OUT

1. Freight charges USA TO IPAX  
 Remarks Subject to ISPS at Origin VATOS always applicable  
 Subject to Export Chassis Usage (ECU) at Origin VATOS

Commodity	Line	Rate	Unit	Origin	Destination	Remarks	Freight	Origin	Destination	Remarks
SEE TERM 3	FCL P/P			PORT EVERGLADES PHILADELPHIA	KARACHI-MUHAMMAD BIN QAS 200V		1235 USD	PRB as Freight - VATOS DOC at Origin - VATOS	WHA at Origin - VATOS THC at Destination - VATOS LSC as Freight - VATOS FAS as Freight - VATOS	
SEE TERM 3	FCL P/P			PORT EVERGLADES PHILADELPHIA	KARACHI-MUHAMMAD BIN QAS 40HC		1235 USD	PRB as Freight - VATOS DOC at Origin - VATOS	WHA at Origin - VATOS THC at Destination - VATOS LSC as Freight - VATOS FAS as Freight - VATOS	
SEE TERM 3	FCL P/P			LONG BEACH OAKLAND	KARACHI-MUHAMMAD BIN QAS 200V		1123 USD	PRB as Freight - VATOS DOC at Origin - VATOS	WHA at Origin - VATOS THC at Destination - VATOS LSC as Freight - VATOS FAS as Freight - VATOS	
SEE TERM 3	FCL P/P			OAKLAND LONG BEACH	KARACHI-MUHAMMAD BIN QAS 40HC		1401 USD	PRB as Freight - VATOS DOC at Origin - VATOS	WHA at Origin - VATOS THC at Destination - VATOS LSC as Freight - VATOS FAS as Freight - VATOS	
SEE TERM 3	FCL P/P			NEW ORLEANS	KARACHI-MUHAMMAD BIN QAS 200V		1123 USD	PRB as Freight - VATOS DOC at Origin - VATOS	WHA at Origin - VATOS THC at Destination - VATOS LSC as Freight - VATOS FAS as Freight - VATOS	
SEE TERM 3	FCL P/P			NEW ORLEANS	KARACHI-MUHAMMAD BIN QAS 40HC		1425 USD	PRB as Freight - VATOS DOC at Origin - VATOS	WHA at Origin - VATOS THC at Destination - VATOS LSC as Freight - VATOS FAS as Freight - VATOS	
SEE TERM 3	FCL P/P			BOSTON JACKSONVILLE BALTIMORE	KARACHI-MUHAMMAD BIN QAS 200V		1243 USD	PRB as Freight - VATOS DOC at Origin - VATOS	WHA at Origin - VATOS THC at Destination - VATOS LSC as Freight - VATOS FAS as Freight - VATOS	
SEE TERM 3	FCL P/P			BOSTON JACKSONVILLE	KARACHI-MUHAMMAD BIN QAS 40HC		1335 USD	PRB as Freight - VATOS DOC at Origin - VATOS	WHA at Origin - VATOS THC at Destination - VATOS LSC as Freight - VATOS FAS as Freight - VATOS	
SEE TERM 3	FCL P/P			NEW YORK NORFOLK SAVANNAH CHARLESTON	KARACHI-MUHAMMAD BIN QAS 200V		863 USD	PRB as Freight - VATOS DOC at Origin - VATOS	WHA at Origin - VATOS THC at Destination - VATOS LSC as Freight - VATOS FAS as Freight - VATOS	
SEE TERM 3	FCL P/P			SAVANNAH NORFOLK NEW YORK	KARACHI-MUHAMMAD BIN QAS 40HC		1203 USD	PRB as Freight - VATOS DOC at Origin - VATOS	WHA at Origin - VATOS THC at Destination - VATOS LSC as Freight - VATOS FAS as Freight - VATOS	
SEE TERM 3	FCL P/P			HOUSTON	KARACHI-MUHAMMAD BIN QAS 200V		1045 USD	PRB as Freight - VATOS DOC at Origin - VATOS	WHA at Origin - VATOS THC at Destination - VATOS LSC as Freight - VATOS FAS as Freight - VATOS	
SEE TERM 3	FCL P/P			HOUSTON	KARACHI-MUHAMMAD BIN QAS 40HC		1305 USD	PRB as Freight - VATOS DOC at Origin - VATOS	WHA at Origin - VATOS THC at Destination - VATOS LSC as Freight - VATOS FAS as Freight - VATOS	

## 2. Origin inland charges

Commodity	Line	Rate	Unit	Origin	Destination	Remarks	Freight	Origin	Destination	Remarks
RAIL				CHICAGO, US, IL 60280	NORFOLK		700 USD	FES at Origin - VATOS PUP at Origin - VATOS		

## 3. Miscellaneous charges

Remarks: Free time at Origin 10 business days for empty equipment and chassis Next 10 days after free time the per diem is \$20/container per day. Thereafter per diem tariff to apply

Charges legend	
BUC	BUNKER CONTRIBUTION
CGS	CONGESTION BURCHARGE
CSF	CARRIER SECURITY FEE
DOC	DOCUMENTATION FEE
FAS	FUEL ADDITIONAL BURCHARGE
FES	FUEL ESCALATION SURCHARGE
LBC	LOW SULPHUR FUEL CONTRIBUTION
OC	OPERATIONS COST CONTRIBUTION
OC	PIRACY RISK BURCHARGE
PRS	PICK UP CHARGE
PUP	PORT UNLOADING CHARGE
THC	TERMINAL HANDLING CHARGE
WAR	WAR RISK PREMIUM
WHA	WHARFAGE

**Scope:** USA TO WCSA

### 1. Freight charges

Remarks: Subject to ISPS Varies at origin where applicable

Subject to Export Controls Usage (ECU) at Origin VATS

Commodity	Origin	Port of Origin	Port of Destination	Unit	Rate	Freight	Incoterms	Remarks
CARS	FCL P/P	PORT EVERGLADES PHILADELPHIA	CALLAO PAITA	200V	4476	1276 USD	BUC as Freight - VATOS PCS as Freight - VATOS WHA at Origin - VATOS	CSF at Origin - VATOS LSC as Freight - VATOS
CARS	FCL P/P	PORT EVERGLADES PHILADELPHIA	CALLAO PAITA	400V 40HC	4076	1676 USD	BUC as Freight - VATOS PCS as Freight - VATOS WHA at Origin - VATOS	CSF at Origin - VATOS LSC as Freight - VATOS
CARS	FCL P/P	HOUSTON NEW ORLEANS	CALLAO PAITA	200V	4476	1276 USD	BUC as Freight - VATOS PCS as Freight - VATOS WHA at Origin - VATOS	CSF at Origin - VATOS LSC as Freight - VATOS
CARS	FCL P/P	HOUSTON NEW ORLEANS	CALLAO PAITA	400V 40HC	4076	1676 USD	BUC as Freight - VATOS PCS as Freight - VATOS WHA at Origin - VATOS	CSF at Origin - VATOS LSC as Freight - VATOS
CARS	FCL P/P	CHARLESTON JACKSONVILLE BALTIMORE NEW YORK NORFOLK SAVANNAH	CALLAO PAITA	200V	4476	1276 USD	BUC as Freight - VATOS PCS as Freight - VATOS WHA at Origin - VATOS	CSF at Origin - VATOS LSC as Freight - VATOS
CARS	FCL P/P	CHARLESTON JACKSONVILLE BALTIMORE NEW YORK NORFOLK SAVANNAH	CALLAO PAITA	400V 40HC	4076	1676 USD	BUC as Freight - VATOS PCS as Freight - VATOS WHA at Origin - VATOS	CSF at Origin - VATOS LSC as Freight - VATOS
CARS	FCL P/P	LOS ANGELES LONG BEACH OAKLAND	CALLAO PAITA	200V	4476	1276 USD	BUC as Freight - VATOS	CSF at Origin - VATOS LSC as Freight - VATOS
CARS	FCL P/P	LOS ANGELES LONG BEACH OAKLAND	CALLAO PAITA	400V 40HC	4076	1676 USD	BUC as Freight - VATOS	CSF at Origin - VATOS LSC as Freight - VATOS
CARS	FCL P/P	CHARLESTON JACKSONVILLE BALTIMORE NEW YORK NORFOLK SAVANNAH	ARICA	200V	4276	1276 USD	BUC as Freight - VATOS PCS as Freight - VATOS	THC at Destination - VATOS CSF at Origin - VATOS LSC as Freight - VATOS
CARS	FCL P/P	CHARLESTON JACKSONVILLE BALTIMORE NEW YORK NORFOLK SAVANNAH	ARICA	400V 40HC	4476	1676 USD	BUC as Freight - VATOS PCS as Freight - VATOS	THC at Destination - VATOS CSF at Origin - VATOS LSC as Freight - VATOS
CARS	FCL P/P	HOUSTON NEW ORLEANS	ARICA	200V	4276	1276 USD	BUC as Freight - VATOS PCS as Freight - VATOS	THC at Destination - VATOS CSF at Origin - VATOS WHA at Origin - VATOS LSC as Freight - VATOS
CARS	FCL P/P	HOUSTON NEW ORLEANS	ARICA	400V 40HC	4176	1676 USD	BUC as Freight - VATOS PCS as Freight - VATOS	CSF at Origin - VATOS WHA at Origin - VATOS LSC as Freight - VATOS
CARS	FCL P/P	PORT EVERGLADES PHILADELPHIA	ARICA	200V	4276	1276 USD	BUC as Freight - VATOS PCS as Freight - VATOS WHA at Origin - VATOS	THC at Destination - VATOS CSF at Origin - VATOS LSC as Freight - VATOS
CARS	FCL P/P	PORT EVERGLADES PHILADELPHIA	ARICA	400V 40HC	4476	1676 USD	BUC as Freight - VATOS PCS as Freight - VATOS WHA at Origin - VATOS	THC at Destination - VATOS CSF at Origin - VATOS LSC as Freight - VATOS

CARS	FCL PIP	CHARLESTON JACKSONVILLE BALTIMORE NEW YORK NORFOLK SAVANNAH	IOUIQUE SAN ANTONIO BUENAVENTURA	200V	4626	1275 USD	WHA at Origin - VATOS BUC as Freight - VATOS PCS as Freight - VATOS	LSC as Freight - VATOS CSF at Origin - VATOS LSC as Freight - VATOS THC at Destination - VATOS
CARS	FCL PIP	CHARLESTON JACKSONVILLE BALTIMORE NEW YORK NORFOLK SAVANNAH	IOUIQUE SAN ANTONIO BUENAVENTURA	400V 40HC	4626	1675 USD	BUC as Freight - VATOS PCS as Freight - VATOS	CSF at Origin - VATOS LSC as Freight - VATOS THC at Destination - VATOS
CARS	FCL PIP	HOUSTON NEW ORLEANS	IOUIQUE SAN ANTONIO BUENAVENTURA	200V	4626	1275 USD	BUC as Freight - VATOS PCS as Freight - VATOS	CSF at Origin - VATOS WHA at Origin - VATOS LSC as Freight - VATOS THC at Destination - VATOS
CARS	FCL PIP	HOUSTON NEW ORLEANS	IOUIQUE SAN ANTONIO BUENAVENTURA	400V 40HC	4626	1675 USD	BUC as Freight - VATOS PCS as Freight - VATOS	CSF at Origin - VATOS WHA at Origin - VATOS LSC as Freight - VATOS THC at Destination - VATOS
CARS	FCL PIP	PORT EVERGLADES PHILADELPHIA	IOUIQUE SAN ANTONIO BUENAVENTURA	200V	4626	1275 USD	BUC as Freight - VATOS PCS as Freight - VATOS WHA at Origin - VATOS	CSF at Origin - VATOS LSC as Freight - VATOS THC at Destination - VATOS
CARS	FCL PIP	PORT EVERGLADES PHILADELPHIA	IOUIQUE SAN ANTONIO BUENAVENTURA	400V 40HC	4626	1675 USD	BUC as Freight - VATOS PCS as Freight - VATOS WHA at Origin - VATOS	CSF at Origin - VATOS LSC as Freight - VATOS THC at Destination - VATOS
CARS	FCL PIP	LOS ANGELES LONG BEACH OAKLAND	IOUIQUE SAN ANTONIO BUENAVENTURA	200V	4626	1275 USD	BUC as Freight - VATOS PCS as Freight - VATOS WHA at Origin - VATOS	CSF at Origin - VATOS LSC as Freight - VATOS THC at Destination - VATOS
CARS	FCL PIP	LOS ANGELES LONG BEACH OAKLAND	IOUIQUE SAN ANTONIO BUENAVENTURA	400V 40HC	4626	1675 USD	BUC as Freight - VATOS PCS as Freight - VATOS	CSF at Origin - VATOS LSC as Freight - VATOS THC at Destination - VATOS
CARS	FCL PIP	PORT EVERGLADES	GUAYAGUIL	400V 40HC	4626	1675 USD	BUC as Freight - VATOS PCS as Freight - VATOS WHA at Origin - VATOS	CSF at Origin - VATOS LSC as Freight - VATOS THC at Destination - VATOS

## Charges legend

BUC	BUNKER CONTRIBUTION
CSF	CARRIER SECURITY FEE
FES	FUEL ESCALATION SURCHARGE
LSC	LOW SULPHUR FUEL CONTRIBUTION
PCS	PANAMA CANAL SURCHARGE
PUP	PICK UP CHARGE
THC	TERMINAL HANDLING CHARGE
WHA	WHARFAGE

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

-----X

GLOBAL AUTO INC., G AUTO SALES,  
INC., and EFFECT AUTO SALES, INC ,      **Case No. 13 Civ. 2479 (SLT)**

*Plaintiffs,*

-against-

DECLARATION

MICHAEL HITRINOV a/k/a MICHAEL  
KHITRINOV, EMPIRE UNITED LINES,  
CO , INC , MEDITERRANEAN SHIPPING  
COMPANY (USA), INC., and JOHN  
DOES 1 THROUGH 5,

*Defendants.*

-----X

I, Nanik Kirpalani, hereby declare as follows:

1. I am the Cargo Claims Manager for defendant MEDITERRANEAN SHIPPING COMPANY (USA), INC, ("MSC USA"), the United States agent for Mediterranean Shipping Company S A. ("MSC"). Based upon my personal knowledge and my review of the records maintained by my office, I am thus familiar with the facts and circumstances of this action.

2. Herewith attached are true copies of the following:

Exhibit A: Service Contract No. 12-535WW between MSC, as Carrier, and defendant EMPIRE UNITED LINES CO., INC. ("EMPIRE"), as Shipper, referenced in plaintiffs' complaint;

Exhibit B: Face Pages of the MSC Bills Lading for the cargo referenced in plaintiff's complaint, each with its corresponding "Container Tracker," showing that the vehicles have been "Gated Out Full," i.e. delivered and no longer in MSC's custody or control; and

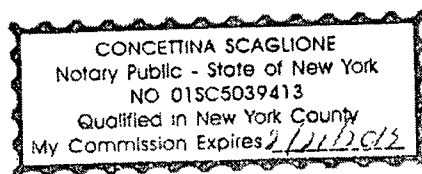
Exhibit C: The Terms and Conditions of the MSC Bills of Lading

3. MSC's only involvement in this matter was with respect to performing the ocean carriage of cargo shipped by EMPIRE in full accordance with the attached contracts of carriage. Indeed, to the best of Your Declarant's information and belief, neither MSC nor MSC USA ever had any direct dealings at all with the plaintiffs and have no knowledge concerning whatever commercial relationship may have existed as between plaintiffs and EMPIRE and/or EMPIRE's principals, let alone any purported "schemes to defraud" plaintiffs or other unseemly conduct, as alleged in the complaint.

4 In any event, MSC is not in possession of any of the subject goods or "title documents" to them. Nor is it within MSC's power or authority to direct any third-parties who may now be in possession of the vehicles to release them.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct

Executed on May 14 2013  
at New York, New York



*Concettina Scaglione*

By: \_\_\_\_\_

Nanik Kirpalani



# **APPENDIX “G”**

**FILED**  
IN CLERK'S OFFICE  
U.S. DISTRICT COURT E.D.N.Y.

★ NOV 19 2015 ★

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

-----X  
GLOBAL AUTO, INC , *et al.*,

**BROOKLYN OFFICE**

Plaintiffs,

**MEMORANDUM AND ORDER**

-against-

13-CV-2479 (SLT)(RER)

MICHAEL HITRINOV, a/k/a MICHAEL  
KHITRINOV, *et al.*,

Defendants.  
-----X

EMPIRE UNITED LINES CO , INC , *et al.*,

Plaintiffs,

-against-

14-CV-2566 (SLT)(RER)

SK IMPORTS, INC., *et al.*,

Defendants.  
-----X

**TOWNES, United States District Judge.**

In a memorandum and order entered September 30, 2015 (the "Prior M&O"), the Court dismissed without prejudice the plaintiffs' claims in the first above-captioned action. *Global Auto, Inc v Hitrinov*, No 13-CV-2479 (SLT)(RER) ("*Global Auto*") *Global Auto, Inc. v Hitrinov*, No 13-CV-2479 SLT RER, 2015 WL 5793383, at \*6 (E.D.N.Y. Sept. 30, 2015). The Court also denied a motion by the defendants in *Global Auto*—*Empire United Lines Co , Inc.*, and its principal, Michael Hitrinov (collectively, "EUL")—which sought to enjoin the plaintiffs in *Global Auto*—*Global Auto, Inc , G Auto Sales, Inc , and Effect Auto Sales, Inc* (collectively, "Plaintiffs")—from pursuing cross-claims in a subsequently filed New Jersey action which were almost identical to the claims the Plaintiffs had brought against EUL in *Global Auto*. *Id.*, at \*7-8 EUL now moves for reconsideration of these decisions pursuant to Rules 59(e) and 60(b) of the Federal Rules of Civil Procedure and Local Civil Rule 6.3 of the Local Rules of the United

States District Courts for the Southern and Eastern Districts of New York. For the reasons set forth below, EUL's motion for reconsideration is denied.

### **BACKGROUND**

The facts relating to this case are set forth in the Prior M&O and other memoranda and orders which the Court has previously entered in the above-captioned cases. Familiarity with those memoranda and orders is assumed. However, for the convenience of the reader, the Court will provide a brief summary

The two above-captioned actions principally involve disputes between corporations engaged in selling American automobiles to European consumers and Empire United Lines, Co., Inc., a non-vessel operating common carrier which was involved in transporting those automobiles from New Jersey to Finland. After unsuccessfully attempting to intervene in *Global Auto*, some of the European consumers commenced a lawsuit in the United States District Court for the District of New Jersey: *Akishev v. Kapustin*, No. 13-cv-7152-NHL-AMD ("*Akishev*") The original complaint in that action named 13 defendants (excluding Does), including Plaintiffs, their principals, and related entities (collectively, the "Global Defendants") and EUL and a related entity (collectively, the "EUL Defendants") After that complaint was amended, the Global Defendants filed an amended answer which incorporated cross-claims against the EUL Defendants which closely resembled the claims contained in Plaintiffs' First Amended Complaint in *Global Auto*

After the attorneys representing the Plaintiffs in *Global Auto* and the Global Defendants in *Akishev* withdrew as counsel, EUL moved to dismiss the Plaintiffs' claims in *Global Auto* for failure to prosecute pursuant to Rule 41(b) of the Federal Rules of Civil Procedure. Three weeks later—after one of Plaintiffs' principals, Sergey Kapustin, indicated that he might be able to

retain counsel in *Akishev* but would not retain counsel in *Global Auto*— EUL moved to enjoin the Plaintiffs from pursuing the cross-claims in *Akishev*, relying on the “first-filed rule.” In the Prior M&O, the Court granted the first motion, but dismissed the Plaintiffs’ claims in *Global Auto* without prejudice at the urging of the plaintiffs in *Akishev* (the “NJ Plaintiffs”), noting that “dismissal with prejudice might impede the NJ Plaintiffs’ ability to recover on a judgment against Plaintiffs.” *Global Auto*, 2015 WL 5793383, at \*6. The Court denied the second motion, noting that the “first-filed rule” created only a rebuttable presumption that the district in which the first of two competing lawsuits was filed would be the appropriate venue. The Court noted that, in light of the dismissal of the Plaintiffs’ claims in *Global Auto*, it was unclear whether there were two conflicting lawsuits and that EUL had not established that the balance of convenience did not favor New Jersey.

EUL now moves for reconsideration of the Prior M&O. EUL does not contest the decision to dismiss the Plaintiffs’ claims in *Global Auto*, but argues that the dismissal should have been with prejudice. EUL also seeks reconsideration of the denial of the motion for injunctive relief, but does not address the issue of whether there are still two competing lawsuits. Rather, EUL contests only the balance of convenience analysis, arguing that the Court improperly placed the burden on EUL to prove that New Jersey was not the more convenient forum and relied on incorrect factual assumptions in performing the balance of convenience analysis. These arguments are described in more detail in the discussion below.

### ***DISCUSSION***

#### ***Legal Standard***

Although EUL brings this motion pursuant to Fed. R. Civ. P. 59(e) and 60(b) and Local Civil Rule 6.3, the standards under these three rules are the same. *See Maalouf v. Salomon*

*Smith Barney, Inc* , No 02 Civ 4770 (SAS), 2004 WL 2782876, at \*1 (S.D.N.Y. Dec. 3, 2004) (citing cases) (standards for granting a motion under Rule 59(e) or a motion for reconsideration under Rule 60(b) are the same), *First Fin. Ins. Co. v Allstate Interior Demolition Corp.*, No 96 Civ 8243 (RLC), 1998 WL 567900, at \*3 (S.D.N.Y. Sept. 3, 1998) (“Grounds for relief under Rule 59(e) are equivalent to the grounds for relief on a motion for reconsideration under Local Civil Rule 6.3.”) Under these rules, “[t]he standard for granting [reconsideration] is strict, and reconsideration will generally be denied unless the moving party can point to controlling decisions or data that the court overlooked—matters, in other words, that might reasonably be expected to alter the conclusion reached by the court.” *Shrader v CSX Transp., Inc.*, 70 F.3d 255, 257 (2d Cir. 1995)

The rules do “not provide a party with the opportunity to relitigate the merits of a case in an attempt to win a point already ‘carefully analyzed and justifiably disposed.’” *Feldman Law Grp. P.C. v Liberty Mut. Ins. Co.*, 819 F. Supp. 2d 247, 266 (S.D.N.Y. 2011); *see also Fleming v N.Y. Univ.*, 865 F.2d 478, 484 (2d Cir. 1989) (“[A] Rule 60(b)(3) motion cannot serve as an attempt to relitigate the merits.”). Accordingly, a motion for reconsideration “is properly denied where it seeks only to relitigate issues already decided.” *Maldonado v Local 803 I.B. of T. Health & Welfare Fund*, 490 F. App’x 405, 406 (2d Cir. 2013) (summary order) (citing *Zerman v Jacobs*, 751 F.2d 82, 85 (2d Cir. 1984)). Moreover, such motions cannot be used to raise new claims or defenses or present new arguments that could have been raised earlier. *See United States v Cirami*, 563 F.2d 26, 33 (2d Cir. 1977) (“[C]ourts should not encourage the reopening of final judgments or casually permit the relitigation of litigated issues out of a friendliness to claims of unfortunate failures to put in one’s best case.”), *Westport Ins. Corp. v Goldberger & Dubin, P.C.*, 255 F. App’x 593, 595 (2d Cir. 2007) (summary order) (“New

arguments based on hindsight regarding how a movant would have preferred to have argued its case do not provide grounds for Rule 60(b) relief.”)

***Dismissal Without Prejudice***

In arguing that the Court erred in dismissing Plaintiffs’ claims in *Global Auto* without prejudice, rather than with prejudice, EUL raises both issues of law and fact. With respect to the law, EUL provides the Court with a statistical analysis of reported cases in which claims were dismissed pursuant to Rule 41(b), noting that only 2.4% of those cases in this Circuit, and only 4.15% of such cases nationally, were dismissed without prejudice. Assuming EUL’s analysis is correct, it serves only to establish that district courts have the discretion to dismiss without prejudice, even if that discretion is not frequently exercised.

EUL distinguishes the three cases cited by the Court—*Gabayzadeh*, *Berrios*, and *Cheung*—on the ground that the plaintiffs in those cases were incompetent persons, children, or improperly represented parties without standing, not “confirmed members of a massive RICO conspiracy who have repeatedly attempted to defraud the Federal courts.” Defendants’ Memo at

5 EUL then cites to three other cases—*United States ex rel. Pilon v. Martin Marietta Corp.*, 60 F.3d 995 (2d Cir. 1995), *Tradeways Inc. v. Chrysler Corp.*, 342 F.2d 350 (2d Cir. 1965), and *Allied Air Freight, Inc. v. Pan Am. World Airways, Inc.*, 393 F.2d 441, 443 (2d Cir. 1968)—in support of the assertion that “in the absence of mitigating factors such as incompetent or minor plaintiffs, the Second Circuit has not shied away from affirming with prejudice dismissals or even reversing lower courts for failing to dismiss with prejudice.” Defendants’ Memo at 7

The Court agrees that the cases cited in the Prior M&O were not on point. Rather, they were cited in support of the general proposition that dismissal without prejudice can be appropriate in cases “where dismissal with prejudice ‘could potentially prejudice a properly

represented party with standing in a subsequent litigation.” *Global Auto*, 2015 WL 5793383, at \*6 (citing *Gabayzadeh*, 2009 WL 2983013, at \*4). The three cited cases were similar to this one in two respects: they involved the dismissal of claims brought by *pro se* litigants under Rule 41(b) and involved instances in which dismissal with prejudice would have prejudiced third parties who could not represent themselves in the action.

The cases cited by EUL, however, are also not on point. Indeed, only *Allied Air Freight* is at all relevant to this action. In *Allied Air Freight*, a plaintiff seeking review of an interlocutory order allowed its action to be dismissed for lack of prosecution, knowing that such dismissals, under practices then followed by the United States District Court for the Southern District of New York (the “SDNY”), were typically without prejudice. The plaintiff then appealed the interlocutory order. The defendant argued that considering the merits of that appeal “would encourage all would-be appellants from interlocutory orders to do nothing, procure a dismissal,” then appeal to the Second Circuit for review of the interlocutory order. *Allied Air Freight*, 393 F.2d at 444.

The Second Circuit held that it had jurisdiction to hear the appeal and proceeded to reach the merits. However, the Court criticized the SDNY’s practice of routinely dismissing without prejudice. In a footnote, the Second Circuit opined: “It may be a better practice for the district court routinely to order that dismissals for failure to prosecute be with prejudice, unless plaintiff makes a showing to the calendar judge that the dismissal should be without prejudice.” *Id.*, at 444, n. 2. This dictum did not enunciate a procedural rule which is controlling in this case, and EUL does not cite to any other authority for such a proposition.

The other two cases cited by EUL are entirely irrelevant to this action. In the first case—*United States ex rel. Pilon*—a district court concluded that it lacked subject-matter

jurisdiction over the plaintiffs' *qui tam* claims because of the plaintiffs' counsel's failure to comply with filing and service requirements for bringing such claims. The district court nonetheless dismissed the *qui tam* claims without prejudice, then failed to address a motion for reconsideration in which defendant argued that dismissal with prejudice was "the only remedy that properly preserves the congressional objectives embodied in the *qui tam* statutory scheme." *United States ex rel. Pilon*, 60 F.3d at 998. On appeal, the Second Circuit ruled that it was an abuse of discretion not to dismiss the *qui tam* claims with prejudice because "the Pilon's failure to comply with the filing and service provisions irreversibly frustrate[d] the congressional goals underlying those provisions." *Id.*, at 1000 (internal citations and quotation omitted, brackets in original). This holding is irrelevant to this case, which does not involve a *qui tam* action.

In the second case—*Tradeways Inc.*—the Second Circuit ruled that it was an abuse of discretion not to dismiss for failure to prosecute an action in which the plaintiff's repeated delays of the litigation prejudiced the defendant. That action had been commenced in 1958, and had been dismissed twice for lack of prosecution during 1960 and 1961. On both occasions, it was restored to the calendar on consent of the defendant. In May 1963, on the eve of trial, the plaintiff sought to stay the trial in order to depose a witness who, although known to the plaintiff for a considerable period of time, was not listed in the pre-trial order. The stay was nevertheless granted and a deposition was taken in mid-June 1963. Although plaintiff was denied permission to extend discovery in early October 1963, plaintiff moved in November 1963 for an order allowing it to continue the deposition. A district judge not only denied that motion, but encouraged the defendant to move to dismiss for failure to prosecute.



Although the defendant made that motion, another judge denied it and scheduled a trial. After that trial, in which a jury awarded the plaintiff \$108,000, the defendant appealed the denial of its motion to dismiss. The Second Circuit ruled that it was an abuse of discretion not to grant the motion to dismiss since “[t]he delays appear[ed] to be almost entirely the fault of [the plaintiff]” and “eventually worked to the prejudice of [the defendant],” who lost a valuable witness in an airplane accident in May 1962, three and a half years after the start of the litigation. *Tradeways*, 342 F.2d at 352.

In this case, unlike in *Tradeways*, there is no evidence that EUL would be disadvantaged by dismissal without prejudice. To the contrary, EUL would be unfairly advantaged by dismissal with prejudice. According to a declaration executed by defendant Hitrinov on May 23, 2013 (the “Hitrinov Declaration”), which was filed as Document 14 in *Global Auto*, EUL not only provided shipping and storage services to Plaintiffs, but also helped to finance Plaintiffs’ scheme. EUL would take a “60% interest” in particular vehicles (so-called “Investment Vehicles”), and would be paid interest at a rate of 1 5% per month on those investments. Hitrinov Declaration, ¶ 16. The investment was “secured by a 60% interest in the Investment Vehicles.” *Id.*, ¶ 18. Kapustin agreed that “that EUL would be entitled to a right of possession in any Investment Vehicle until such time as it was released to a third-party buyer” and, to that end, delivered the documents of title for each such vehicle to EUL. Hitrinov Declaration, ¶ 5. (However, the Hitrinov Declaration does not state if there was any agreement regarding whether or when EUL could sell the vehicles.)

By December 2011, EUL had invested over \$450,000 in this manner. However, by late December 2012, Hitrinov began to question Kapustin’s integrity. “Concerned about Kapustin’s/[P]laintiffs’ ability and even willingness to abide by [the] agreement,” Hitrinov

demanded repayment of the principal and interest within 30 days. *Id.*, ¶¶ 31-32. When Kapustin and the Plaintiffs failed to comply with that demand, Hritinov directed that Investment Vehicles be “sold to third party buyers to satisfy plaintiffs’ indebtedness to EUL.” *Id.*, ¶ 40.

It is unclear precisely when EUL sold the cars, how many cars EUL sold, or what the vehicles were worth. In a motion for a temporary restraining order and preliminary injunction filed in early May 2013, the Plaintiffs alleged that EUL was in possession of approximately 58 vehicles belonging to the Plaintiffs, which were specifically identified in Exhibits C-1 and C-3 to the Plaintiffs’ Complaint. Those exhibits indicated that the 58 vehicles were valued at over one million dollars. In responding to that motion for injunctive relief, Hritinov admitted that all but two of the vehicles had been sold, but expressed doubts as to whether the sale would net the \$422,018.00 in principal and other amounts that the Plaintiffs allegedly owed EUL. *Id.*, ¶ 41.

At a hearing on June 4, 2013, the Court orally denied the Plaintiffs’ motion for injunctive relief on the ground that they had not met the exacting standard for obtaining a mandatory injunction. *See* Transcript of June 4, 2013, Hearing (Document 24 in *Global Auto*). However, the colloquy at that hearing made it clear that there was a substantial question regarding whether EUL was authorized to sell the Investment Vehicles. Neither party could produce a written agreement documenting EUL’s rights in the Investment Vehicles, and the Plaintiffs maintained that the vehicles were illegally sold. *Id.*, pp. 4-5.

If the Court were to dismiss the Plaintiffs’ claims in *Global Auto* with prejudice, it might foreclose resolution of this substantial question. This result would permit EUL, who helped finance Plaintiffs’ scheme, to recoup at least part of its “investment” at the expense of unwitting consumers who were victimized by the Plaintiffs’ scheme. This Court will not permit this potential injustice.

EUL's motion for reconsideration also identifies several facts which this Court may have overlooked. In the Prior M&O, the Court noted that the NJ Plaintiffs had filed several motions for sanctions against the Global Defendants, including a motion which sought the entry of a default judgment against them. Although the Prior M&O stated that the motion was still pending, *Global Auto*, 2015 WL 5793383, at \*3, that motion was actually decided on September 21, 2015—eight days before the Prior M&O was issued. Judge Hillman, who presides over the *Akishev* case, granted the motion for a default judgment and awarded the NJ Plaintiffs \$2,228,069.29. In the wake of Judge Hillman's decision, the NJ Plaintiffs and the Global Defendants entered into an "Assignment of Claims," which purports to assign to the NJ Plaintiffs the Global Defendants' interests in their claims and cross-claims against the EUL and the EUL Defendants. Defendants' Memo, Ex. 3.

The facts do not alter the Court's conclusion that the Plaintiffs' claims in *Global Auto* should be dismissed without prejudice. In the Prior M&O, the Court explained its rationale as follows.

To the extent that Plaintiff's claims against the EUL Defendants are meritorious, Plaintiffs' creditors may wish to pursue those claims in the event they obtain judgment against Plaintiffs. For that reason, counsel for some of the NJ Plaintiffs have urged the Court to dismiss Plaintiffs' claims against the EUL Defendants without prejudice. Since dismissal with prejudice might impede the NJ Plaintiffs' ability to recover on a judgment against Plaintiffs, the Court will dismiss Plaintiffs' claims in this action without prejudice.

*Global Auto*, 2015 WL 5793383, at \*6. The facts that the NJ Plaintiffs have now recovered a substantial judgment against the Global Defendants and have entered into an agreement which purports to assign the Plaintiffs' claims against the EUL Defendants to the NJ Plaintiffs only lends support to the Court's rationale.

Defendants argue that the Plaintiffs' claims in *Global Auto* are non-assignable as a matter of public policy under New Jersey law, that the assignment violates a preliminary injunction entered by Judge Hillman which prevented the Global Defendants from alienating their assets, and is unnecessary because the NJ Plaintiffs have "numerous other methods of enforcing their judgment" against the Global Defendants. Defendants' Memo at 9. None of these arguments are persuasive. First, even assuming that New Jersey law prohibits the assignment of claims, the NJ Plaintiffs, as judgment creditors of the Global Defendants, could attempt to levy upon any recovery that the Global Defendants obtain as a result of their litigation against the EUL Defendants. Second, Judge Hillman's injunction was entered at the request of the NJ Plaintiffs, who sought to prevent the Global Defendants from dissipating their assets. That injunction was not intended to prevent the NJ Plaintiffs from recovering upon their judgment against the Global Defendants, but rather to ensure that the Global Defendants still had assets which the NJ Plaintiffs could recover.

Third, while the NJ Plaintiffs unquestionably have "other methods of enforcing their judgment" against the Global Defendants, Defendants' Memo at 9, there is nothing to suggest that the funds recovered using those methods will satisfy the \$2,228,069.28 award. First, that award does not reflect actual damages, but includes substantial punitive damages awarded under the treble damages provisions of the RICO statute and federal odometer laws. There is nothing to suggest that the Global Defendants' scheme netted over \$2.2 million. Even if it did, the Global Defendants have a history of secreting their assets. Indeed, on June 18, 2015, Judge Hillman enjoined the Global Defendants from withdrawing money from any bank accounts based on the NJ Plaintiffs' representation that the Global Defendants were diverting funds to a Finnish bank in order to avoid complying with a Consent Order requiring the Global Defendants

to deposit funds into the court's registry. Judge Hillman later accused Mr. Kapustin of perjuring himself and perpetrating a fraud on the court, stating that he had "never seen someone so willing to lie and cheat and steal" as Kapustin. Transcript of Aug. 31, 2015, Proof Hearing, p. 91. In light of this history, the assertion that the NJ Plaintiffs will be able to execute on enough assets to satisfy the multi-million dollar judgment without pursuing the assigned claims is highly speculative.

### ***The First-Filed Rule***

EUL also moves for reconsideration of the denial of its motion to enjoin the Plaintiffs from pursuing their cross-claims against the EUL Defendants in *Akishev*. EUL does not address the question of whether the first-filed rule, on which their argument relies, even applies in light of the fact that Plaintiffs' claims against EUL in *Global Auto* have been dismissed without prejudice. Rather, EUL's motion focuses entirely on the balance of convenience analysis, noting that the Court incorrectly placed the burden of proof on EUL and that the analysis was factually inaccurate.

Even assuming that EUL's arguments are correct, engaging in the balance of convenience analysis now would be to answer a purely hypothetical question. The "first-filed rule" applies "[w]hen two actions involving the same parties and issues are pending concurrently

" *Reliance Ins. Co. v. Six Star, Inc.*, 155 F. Supp. 2d 49, 54 (S.D.N.Y. 2001). The rule "seeks to advance judicial economy, protect a plaintiff's choice of forum and avoid duplicative litigation," as well as "the considerable expense and potential for inconsistent judgments that duplicate litigation entails." *Id.* (internal citations omitted).

The very timing of EUL's motion for injunctive relief makes it clear that EUL is not seeking to vindicate these purposes. The Global Defendants' cross-claims against the EUL

Defendants in *Akishev* were filed on October 7, 2014. Yet, EUL did not move for injunctive relief pursuant to the first-filed rule until July 31, 2015—almost 10 months later. By that time, EUL had moved to dismiss Plaintiffs' claims in *Global Auto* for failure to prosecute and had learned that Kapustin had located “an attorney who showed interest” in representing the Global Defendants in *Akishev*, but had “funds to hire representation for [the] New Jersey case only.” Letter to Hon. Sandra L. Townes from Sergey Kapustin, dated July 16, 2015, p. 1.

It is readily apparent from the timing of EUL's motion for injunctive relief that EUL is attempting to use the first-filed rule to prevent adjudication of the merits of the Plaintiffs' claims or cross-claims against EUL and the EUL Defendants. The Second Circuit has repeatedly expressed a “clear preference for cases to be adjudicated on the merits.” *See, e.g., Pecarsky v Galaxiworld.com Ltd.*, 249 F.3d 167, 174 (2d Cir. 2001) (citing *Cody v Mello*, 59 F.3d 13, 15 (2d Cir. 1995)). Since the Plaintiffs' claims in *Global Auto* have been dismissed and since Kapustin lacks funds to attempt to resurrect those claims, it is clear that adjudication on the merits will not occur if Plaintiffs are enjoined from pursuing their cross-claims in *Akishev*. It is also clear that the question of whether this forum would be more convenient than the District of New Jersey is now an entirely hypothetical inquiry, in which this Court need not engage. *See E.I. DuPont de Nemours & Co. v Invista B.V.*, 473 F.3d 44, 46 (2d Cir. 2006) (“The federal judicial power extends only to actual cases and controversies, federal courts are without jurisdiction to decide abstract or hypothetical questions.”)

To the extent that EUL is arguing that Plaintiffs and Kapustin engaged in “forum shopping” by purposely refusing to retain counsel in this action, the Court notes that Plaintiffs and Kapustin have no reason to prefer the New Jersey forum. The New Jersey litigation has not gone at all well for the Global Defendants in general, or for Kapustin in particular. On October

29, 2014, after several contempt hearings, Judge Hillman, made a preliminary finding that the Global Defendants committed at least two predicate acts of mail and wire fraud in the furtherance of a RICO enterprise through a pattern of racketeering activity conducted operating their websites (NJ Docket No 110) In addition, as noted above, Judge Hillman has not only accused Mr Kapustin of perjuring himself and perpetrating a fraud on the court, but has also stated that he has "never seen someone so willing to lie and cheat and steal" as Kapustin. Transcript of Aug. 31, 2015, Proof Hearing, p 91 There is no reason to believe that Plaintiffs and Kapustin would prefer to continue litigating before Judge Hillman.

**CONCLUSION**

For the reasons set forth above, EUL's motion for reconsideration is denied.

**SO ORDERED.**

/s/ Sandra L. Townes  
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SANDRA L. TOWNES  
United States District Judge

Dated November **13**, 2015  
Brooklyn, New York